SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
Filing Company:	*Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company*	*State Tracking Number:*	*39416*
Company Tracking Number:	*AH52111-AR*		
TOI:	*H14G Group Health - Hospital Indemnity*	*Sub-TOI:*	*H14G.000 Health - Hospital Indemnity*
Product Name:	*Limited Accident & Sickness - Indemnity*		
Project Name/Number:	*Limited Accident & Sickness - Indemnity/AH52111-AR*		

Filing at a Glance

Company: Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company

Product Name: Limited Accident & Sickness - Indemnity	SERFF Tr Num: BLAH-125707061	State: ArkansasLH
TOI: H14G Group Health - Hospital Indemnity	SERFF Status: Closed	State Tr Num: 39416
Sub-TOI: H14G.000 Health - Hospital Indemnity	Co Tr Num: AH52111-AR	State Status: Approved-Closed
Filing Type: Form	Co Status:	Reviewer(s): Rosalind Minor
	Authors: Barbara Glowatsky, Susan Bradbury, Denise Beck, Diana Mandile	Disposition Date: 07/01/2008
	Date Submitted: 06/25/2008	Disposition Status: Approved-Closed
Implementation Date Requested: On Approval		Implementation Date:

State Filing Description:

General Information

Project Name: Limited Accident & Sickness - Indemnity	Status of Filing in Domicile: Pending
Project Number: AH52111-AR	Date Approved in Domicile:
Requested Filing Mode:	Domicile Status Comments: We are making a concurrent filing in our state of domicile of Iowa.
Explanation for Combination/Other:	Market Type: Group
Submission Type: New Submission	Group Market Size: Small and Large
Overall Rate Impact:	Group Market Type: Employer
Filing Status Changed: 07/01/2008	
State Status Changed: 07/01/2008	Deemer Date:
Corresponding Filing Tracking Number:	

Filing Description:

The referenced forms are submitted for your review and/or approval. They are new forms for this company and do not replace anything previously approved by your Department. However, they are substantially similar to those filed with

your state on our sister company, StarNet Insurance Company and approved on 05/21/07. We have split the plan out creating an Indemnity and a separate Indemnity plan for ease of review.

This is a Group Limited Accident and Sickness Indemnity Insurance Plan. It will only be marketed by licensed brokers and agents. There are no unusual provisions, or deviations from normal underwriting procedures, from normal industry practices. These Group Limited Accident and Sickness Indemnity Policy forms are to be issued to various types of groups to whom we offer group Limited Accident and Sickness Indemnity.

Group Limited Accident and Sickness Indemnity forms may be issued directly to such groups located in your state or to such groups located in another state, but insuring residents of your state.

Our state of domicile is Iowa, however our administrative office is Berkley Accident & Health, 2445 Kuser Road, Suite 201, Hamilton, NJ 08690, phone 609.584.6990. We are filing in all states, with the exception of states where the filing is exempt.

Company and Contact

Filing Contact Information

Bradbury Susan, Director, Compliance	sbradbury@berkleyah.com	
3655 North Point Parkway	(609) 584-4644 [Phone]	
Alpahretta, GA 30005	(866) 790-2179[FAX]	

Filing Company Information

Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company	CoCode: 64890	State of Domicile: Iowa
11201 Douglas Avenue	Group Code: 98	Company Type: Accident and Health
Urbandale, IA 50322	Group Name: Berkley Companies	State ID Number:
(609) 584-6990 ext. [Phone]	FEIN Number: 91-6034263	

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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Filing Fees

Fee Required?	Yes
Fee Amount:	$50.00
Retaliatory?	No
Fee Explanation:	$50 per filing
Per Company:	No

COMPANY	AMOUNT	DATE PROCESSED	TRANSACTION #
Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company	$50.00	06/25/2008	21099054

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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Correspondence Summary

Dispositions

Status	Created By	Created On	Date Submitted
Approved-Closed	Rosalind Minor	07/01/2008	07/01/2008

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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Disposition

Disposition Date: 07/01/2008
Implementation Date:
Status: Approved-Closed
Comment:

Rate data does NOT apply to filing.

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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Item Type	Item Name	Item Status	Public Access
Supporting Document	Certification/Notice	Approved-Closed	Yes
Supporting Document	Application	Approved-Closed	Yes
Supporting Document	Explanation of Variables	Approved-Closed	Yes
Form	Limited A&S Policy	Approved-Closed	Yes
Form	Limited A&S Cert	Approved-Closed	Yes
Form	Limited A&S App	Approved-Closed	Yes
Form	Arkansas Mandated Offer AE	Approved-Closed	Yes
Form	General Use AE	Approved-Closed	Yes

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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Form Schedule

Lead Form Number: AH52111-AR

Review Status	Form Number	Form Type	Form Name	Action	Action Specific Data	Readability	Attachment
Approved-Closed	AH52111-AR	Policy/Contract/Fraternal Certificate	Limited A&S Policy	Initial		52	AH52111AR Indemnity Policy.pdf
Approved-Closed	AH52112-AR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Limited A&S Cert	Initial			AH52112 AR Indemnity Certificate.pdf
Approved-Closed	AH52113-AR	Application/Enrollment Form	Limited A&S App	Initial			AH52113 AR App.pdf
Approved-Closed	AH52114-AR	Policy/Contract/Fraternal Certificate: Amendment, Insert Page, Endorsement or Rider	Arkansas Mandated Offer AE	Initial			AH52114 AR Policy Amd.pdf
Approved-Closed	AR52114	Policy/Contract/Fraternal Certificate: Amendmen	General Use AE	Initial			AH52114 Policy Amd.pdf

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
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t, Insert Page, Endorsement or Rider

Berkley Life and Health Insurance Company

Urbandale, Iowa
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690
A Berkley Company

LIMITED [ACCIDENT] [AND SICKNESS] INDEMNITY POLICY

Policyholder: **[ABC Company]**

Policy Number: **[12345]**

[Participating Organization: **[ABC Company]**

Effective Date: **[May 1, 2008]**

This Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as "the Company"). The Company agrees to provide insurance to you, the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in this Policy.

This Policy and the coverage provided by it become effective at 12:01a.m. Standard Time at the address of the Policyholder on the Policy Effective Date shown in this Policy. It continues in effect, in accordance with the provisions set forth in this Policy, until 12:01 a.m. Standard Time at the address of the Policyholder, on the Termination Date shown in this Policy unless otherwise terminated as further provided by this Policy. After the Policy Termination Date this Policy may be renewed for additional periods of time by mutual written consent of the Policyholder and the Company.

This Policy is governed by the laws of the state where it was delivered.

Signed for the Company, as of the Effective Date above:

President

Secretary

PLEASE READ THIS POLICY CAREFULLY
THIS IS A LIMITED ACCIDENT [AND SICKNESS] INDEMNITY POLICY.
IT IS NOT A MAJOR MEDICAL OR COMPREHENSIVE HEALTHCARE POLICY.

TABLE OF CONTENTS **Page**

SCHEDULE OF BENEFITS

Policyholder: **[ABC Company]**

Policy Number: **[12345]**

Effective Date: **[May 1, 2008]**

[Policy Year] [Calendar Year] [May 1, 2008 through April 30, 2009]

CLASSES OF ELIGIBLE PERSONS TO BE COVERED UNDER THIS POLICY: [Employees/Members] and dependents who meet the eligibility requirements as set forth under this Policy.

[Class 1: All [full time/part time/temporary] [Employees/Members] of the Policyholder working a minimum of [10-40] hours per week.

Class 2: All [full time/part time/temporary] [Employees/Members] of the Policyholder working a minimum of [10-40] hours per week.]

{May include additional Classes}

[Limited Accident [and Sickness] Indemnity Benefits]

[Limited Accident [and Sickness] Indemnity Benefits up to the [Policy Year] [Calendar Year] benefit maximum - $500 - $25,000]

Deductible: [Variable e.g. Any amount from $0 - $100] per individual, [Variable e.g. Any amount from $0 - $200] per family.]

[Covered expenses may be subject to specific limits on certain covered benefit amounts or all covered benefit amounts may be subject to the same maximum limit. All benefits will be paid on a flat indemnity basis.]

[Medical Expense Benefits	**Limited Accident [and Sickness] Indemnity Benefit Amount**
[Physician Visit	[Variable e.g. Any amount from $10 - $100] per visit, subject to a maximum up to [$200 - $1000] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment] [The Deductible is not applied to Covered Expenses incurred for Physician office visits. However, the Physician office visit is subject to a [Variable e.g. Any amount from $0 - $50] Co-Payment for each visit. The Co-Payment may not be used to satisfy the Deductible]

[Wellness Care	[Variable e.g. Any amount from $10 - $100] per visit, subject to a maximum up to [$50 - $500] per person per [Policy Year] [Calendar Year] [and subject to Co-payment] [and subject to a [Variable e.g. 3-5 visits] maximum per [Policy Year] [Calendar Year]
[Physician Surgical Expenses	[Variable e.g. Any amount from [$100 - $1000] per person per surgery per [Policy Year] [Calendar Year] , [subject to a maximum up to [$1000 - $5000] per person per [Policy Year] [Calendar Year] or subject to Co-payment of up to Variable e.g. Any amount from [$100 - $5000]
[Daily Hospital Room and Board (Semi-private room rate)	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] not to exceed the daily semi-private room rate]
[Daily Intensive Care Unit	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] not to exceed the daily intensive care unit room rate]
[Hospital Confinement	[Variable e.g. Any amount from [$50 - $1000] per confinement, subject to a maximum up to[$100-$500] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment]not to exceed the daily intensive care unit room rate]
[Hospital Miscellaneous Expenses	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] or [Variable e.g. Any amount from $100 - $2500] per hospital stay.]
[Emergency Room and Supplies	[Variable e.g. Any amount from [$100 - $1000] per visit subject to a [1-4] visit maximum per [Policy Year] [Calendar Year] [Variable e.g. Any amount from $100 - $500] per visit per [Policy Year] [Calendar Year]]
[Ambulance	[Variable e.g. Any amount from [$25 - $1000] subject to a [$50-$1000] maximum per person per [Policy Year] [Calendar Year] [Variable e.g. Any amount from $50 - $500] per person per [Policy Year] [Calendar Year] .]
[Surgery Visit	[Variable e.g. Any amount from [$10 - $100] per visit, subject to a maximum up to [$50 - $500] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment]
[Surgical Room and Supplies	[Variable e.g. Any amount from [$100 - $1000] per person per [Policy Year] [Calendar Year]

[Physiotherapy	[Variable e.g. Any amount from [$15 - $100] per person per visit subject to a maximum of [5-20] visits per [Policy Year] [Calendar Year]
[Chemotherapy	[Variable e.g. Any amount from [$50 - $500] per person per treatment, subject to a maximum of [20-90] treatments per [Policy Year] [Calendar Year]
[Outpatient Laboratory Tests and X-Rays	[Variable e.g. Any amount from [$10 - $100] per visit subject to a maximum up to [$25-$1000] per person per [Policy Year] [Calendar Year] or [Variable e.g. Any amount from $25 - $500] per Covered Accident [or Sickness]
[Home Health Care	[Variable e.g. Any amount from [$10 - $250] per visit, subject to a [2-10] visit maximum per person per [Policy Year] [Calendar Year], subject to a copayment of any amount from $10 to $40 per visit.
[Skilled Nursing Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Extended Care Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Rehabilitation Care Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Hospice Care	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [5-15] day maximum per [Policy Year] [Calendar Year]
[Mental Illness (Inpatient)	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [15-60] day maximum per [Policy Year] [Calendar Year].
[Substance Abuse (Inpatient)	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [15-60] day maximum per [Policy Year] [Calendar Year]
[Dental	[Basic Care: [Variable e.g. Any amount from [$50 - $150]] [Major Care: [Variable e.g. Any amount from [$250 - $500]] [Orthodontia Care: [Variable e.g. Any amount from [$250 - $750]] [subject to a maximum up to [$500-$1500] per person per [Policy Year] [Calendar Year]]

[Vision	[Exam [Variable e.g. Any amount from [$25 - $100]] [Glasses[Variable e.g. Any amount from [$25 - $100]] [Contacts [Variable e.g. Any amount from [$25 - $100]] [subject to a maximum up to [$500-$1500] per person per [Policy Year] [Calendar Year]
[Prescription Drugs	Generic coverage: [Variable e.g. Any amount from [$5 - $25] Co-Payment, subject to a maximum up to [$50-$2000] per person per [Policy Year] [Calendar Year]]
[Brand Name Prescription Drugs with formulary	[Variable e.g. Any amount from [$5 - $100] Co-Payment, subject to a maximum up to [$50-$10,000] per person per [Policy Year] [Calendar Year]]
[Accidental Death & [Dismemberment] Benefit	Principal sum: [Variable e.g. Any amount from [$5000 - $100,000]
Time Period for Accident:	[Variable e.g. Any period from [30 – 180 days]
[Accidental Medical Expense Benefit	Total Maximum for all Accident Medical Expense Benefits [Variable e.g. Any amount from [$500 - $50,000]
[Deductible:	[Variable e.g. Any amount from [$0 - $100] per individual, [Variable e.g. Any amount from [$0 - $200] per family. [The Deductible is not applied to Covered Expenses incurred for Physician office visits. However, the Physician office visit is subject to a [Variable e.g. Any amount from $0 - $50] Co-Payment for each visit. The Co-Payment may not be used to satisfy the Deductible]
[Co-Payment:	[Variable e.g. Any amount from $0 - $50] per Physician office visit. The Co-Payment may not be used to satisfy the Deductible]
[Maximum Benefit Period	[Variable e.g. length of trip, Any period from 30 days to 1 year] from the date of the Covered Accident provided coverage remains inforce under the Policy]

[Additional Benefits]

DEFINITIONS

For the purposes of this Policy the capitalized terms used herein are defined as follows:

[ACCIDENT means a sudden, unexpected event that results in Injury to the Covered Person or any Covered Dependent.]

[ACCIDENTAL DEATH and DISMEMBERMENT means an Injury to the Covered Person which results in any of the covered losses shown in this Policy, within the [Time Period for Loss [Variable, e.g. any period from 90 days to 365 days] as shown in schedule of benefits] from the date of the Covered Accident that caused the Injury.]

[ACTIVELY AT WORK means the Covered Person is present at his/her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which he or she is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided he or she is not absent due to any type of leave and was Actively at Work on his/her last regularly scheduled work day. a Covered Person who usually performs the regular duties of his/her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

[ADDITIONAL BENEFITS mean any other benefit listed in the Schedule of Benefits.]

[ANNUAL RE-ENROLLMENT PERIOD means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this Benefit.]

BENEFIT PERIOD means the length of time the Covered Person's coverage is in force as shown in the Policy and Certificate, if applicable premiums have been paid.

CHEMOTHERAPY means Anti-Cancer drugs (as indicated in HCPCS books or an equivalent NDC code).

CHILDREN'S PREVENTATIVE HEALTH CARE – means physician delivered or physician supervised services for eligible dependents from birth through age eighteen (18), with periodic physical examinations including medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards including twenty (20) visits at approximately the following age intervals: Birth; Two (2) weeks; Two (2) months; Four (4) months; Six (6) months; Nine (9) months; Twelve (12) months; Fifteen (15) months; Eighteen (18) months; Two (2) years; Three (3) years; Four (4) years; Five (5) years; Six (6) years; Eight (8) years; Ten (10) years; Twelve (12) years; Fourteen (14) years; Sixteen (16) years; and Eighteen (18) years.

Children's preventive health care services that are rendered during a periodic review shall only be covered to the extent that those services are provided by or under the supervision of a single physician during the course of one (1) visit.

Immunization services are exempt from any copayment, coinsurance, deductible, or dollar limit provisions. All other children's preventive health care services are subject to any applicable copayment, coinsurance, deductible, or dollar limit provisions in this policy.

[CO-PAYMENT means the out-of-pocket expenses to be paid by the Covered Person.]

[CONFINED OR CONFINEMENT means that the Covered Person is a registered bed patient in a Hospital and is charged room and board by the facility. He must be in the facility on the advice of a Physician and under the regular care and treatment of a Physician. The term "Inpatient" is the same as Confined under this Policy.

Confinement does not include treatment received in the Outpatient department of the facility. Outpatient treatment means service rendered for a period of less than 24 hours.]

CONTINUOUS COVERAGE means that period of time during which the Covered Person is continuously covered under one of the [Policyholder's] [Injury] [and Sickness] Plans, with no lapse in coverage between this policy and the prior policies.

[COSMETIC and RECONSTRUCTIVE PROCEDURES and SERVICES means (1) procedures and related services that are performed to reshape structures of the body in order to alter a person's appearance; and (2) procedures and related services that are performed on structures of the body to improve/restore bodily functions or appearance resulting from disease, trauma, congenital or developmental anomalies or previous therapeutic processes.]

COVERED ACCIDENT means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss or Injury for which benefits are payable.

[COVERED DEPENDENT means a Dependent of the Covered Person meeting eligibility under this Policy and for whom the appropriate premium is paid when due.]

[COVERED EXPENSES means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by this Policy. Coverage under the Policyholder's Policy must remain continuously in force [from the date of the Accident] until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.]

[COVERED LOSS or COVERED LOSSES means any benefit payable under this Policy, according to the Schedule of Benefits.]

COVERED PERSON eligible person who is within the covered class(es) listed in the Policy, [who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States], and for whom the required premium is paid when due.

[DEDUCTIBLE means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each benefit, as applicable, before Policy benefits and/or other Additional Benefits paid on an indemnity basis are payable under this Policy.]

[DEPENDENT means a Covered Person's:

1) lawful spouse, if not legally separated or divorced, [or Domestic Partner].
2) unmarried children under age 19.
3) unmarried children at least 19 years of age but less than age 23 who are:
    a) not regularly employed on a full-time basis; and
    b) primarily dependent upon the Covered Person for support and maintenance; and
    c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

The age limitations will not apply to a Covered Person's unmarried child who is incapable of self-support due to a mental disability or physical handicap.

The term "child" as used herein means the Covered Person's natural child, adopted child (or child placed in the Covered Person's home for purposes of adoption), foster child, stepchild, or other child for whom the Covered Person has legal guardianship (proof will be required). A child must reside with the Covered Person in a parent-child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return.

NOTE: In the event the Covered Person shares physical custody of the child with another parent, the requirement that the child reside with the Covered Person will be waived.]

[DOMESTIC PARTNER means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.]

[ELECTIVE SURGERY/ELECTIVE TREATMENT means any surgery or treatment that is not Medically Necessary, including any service, treatment, or supply that is deemed by us to be research or experimental; or is not recognized as generally accepted medical practice in the United States. Elective Surgery and Elective Treatment do not include any procedures deemed a Medical Necessity. Elective Surgery does not mean a Cosmetic Procedure required to correct an Injury for which benefits are otherwise payable under this Policy.

Elective Surgery and Elective Treatment includes but is not limited to [surgery and/or treatment for [acne;] [acupuncture;] [allergy and allergy vials, including allergy testing;] [bio-feedback type services;] [birth control;] [breast implants;] [breast reduction;] [circumcision;] [corns, calluses and bunions;] [cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this Policy, and except for cosmetic surgery required to correct a covered Injury or infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered newborn child for which benefits are otherwise payable under this Policy;] [deviated nasal septum, including submucous resection and/or other surgical correction;] [family planning;] [fertility tests;] [hair growth or removal;] [impotence, organic or otherwise; infertility (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception;] [learning disabilities;] [nonmalignant warts, moles and lesions;] [obesity and any condition resulting therefrom (including hernia or any kind), except for the treatment of an underlying covered Sickness;] [premarital examinations;] [preventive medicines or vaccines, except where required for the treatment of a covered Injury;] [sexual reassignment surgery;] [skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia;] [tubal ligation;] [vasectomy;] and [weight loss or reduction].]

[EXTENDED CARE FACILITY means an institution operating pursuant to applicable laws, that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and registered nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.]

[HOME HEALTH CARE means nursing care, treatment and Daily Living Services provided in the Covered Person's home as part of an over all extended treatment plan. To qualify for Home Health Care Benefits:

1) the Home Health Care plan must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
2) nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified home health care agency and nursing service; and
3) Daily Living Services must be provided by the attending Physician or by the provider of the nursing care service.]

[Daily Living Services are cooking, feeding, bathing, dressing and personal hygiene services that are necessary to a person's care and health.]

[**HOSPICE** means a comprehensive package of services that are:
1) Provided by health-care providers who are Medicare certified and have a current state hospice license.
2) Offered as palliative care support to an individual who has a medical prognosis with a life expectancy or 6 months or less and his/her family.
3) Provided in the home or a facility.
4) Focused on holistic support and relieving pain and other symptoms during the terminal illness.]

[HOSPITAL means an institution that:
1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2) provides 24-hour nursing service by registered nurses on duty or call;
3) has a staff of one or more licensed Physicians available at all times;
4) provides organized facilities for diagnosis, treatment and surgery, either
   a) on its premises; or
   b) in facilities available to it, on a pre-arranged basis;
5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability:
1) the Joint commission of Accreditation of Hospitals; or
2) the American Osteopathic Association; or
3) the Commission on the Accreditation of Rehabilitative Facilities.]

[HOSPITAL CONFINED means a stay of [24] or more consecutive hours as a registered resident bed-patient in a Hospital.]

[IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren), brother, sister, [step-child(ren), grandchild(ren), or in-laws].]

INJURY means bodily injury caused by the direct result of an accident occurring while the Policy is in force as to the person whose injury is the basis of the claim which results directly and independently of all other causes in a Covered loss. All injuries, related conditions and recurrent symptons, sustained by one person in any one accident are considered a single injury.

INSURED means the Policyholder shown on the face page of the Policy and in the Schedule of Benefits.

INTENSIVE CARE means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.
Intensive Care does not mean any of these step-down units:
1) Progressive care;
2) Sub-acute intensive care;
3) Intermediate care units;
4) Private monitored rooms;
5) Observation units; or
6) Other facilities which do not meet the standards for Intensive Care.

[LICENSED THERAPIST means a physical therapist, occupational therapist, respiratory therapist, physiotherapist, chiropractor, osteopath, certified athletic trainer, speech pathologist, or audiologist who is licensed in the state where the care is rendered.]

[LIFE STATUS CHANGE means an event recognized by the Policyholder and Us that qualifies the Covered Person to make changes in coverage at a time other than an Annual Re-Enrollment Period. The following events are considered Life Status Changes.

1) marriage;
2) divorce, annulment or legal separation;
3) birth or adoption of a child;
4) change in a Dependent child's eligibility;
5) death of a spouse;
6) a change in the benefit plan or employment status of a Covered Person's spouse that affects either person's eligibility for benefits.]

MAXIMUM BENEFIT/PERIOD means the maximum amount payable for expenses incurred by a Covered Person for any one [one Injury] [or Sickness] [per [Policy Year] [Calendar Year].

MEDICAL EMERGENCY means the occurrence of a sudden, serious and unexpected [Sickness] [or Injury]. In the absence of immediate medical attention, a reasonable person could believe this condition would result in death, permanent placement of the Covered Person's health in jeopardy, serious impairment of bodily functions or serious and permanent dysfunction of any body organ or part. Expenses incurred for a medical emergency will be paid only for [Sickness] [or Injury] which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

MEDICALLY NECESSARY means care which a Physician has determined to be certifiably essential for the diagnosis or treatment of a [Sickness] [or Injury]. This determination must be based on objective results produced by an examination of the Covered Person's demonstrable symptoms. The Physician's treatment plan may be reviewed by an impartial third party whose determination will be binding on us and the Covered Person. The treatment, service or supply must be 1)required to treat an [Sickness] or [Injury] ; 2) prescribed or ordered by a Physician or furnished by a Hospital; 3)performed in the least costly setting required by your condition; 4)consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

[The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.]

[A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

[MENTAL ILLNESS or NERVOUS DISORDERS means any disorder specified in the diagnostic and statistical manual of mental disorders, forth edition (DSM-IV, 1995) or revised versions, of the American Psychiatric Association. This will not include conditions not attributable to a mental disorder that are a focus of attention or treatment (DSM-IV, V Codes).]

[NEWBORN INFANT means any child born of a Covered Person while that person is Covered under this Policy. Newborn infants will be covered under the Group Policy for the first 90 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, premature birth; benefits will be the same as the Covered Person.

The Covered Person will have the right to continue such coverage for the child beyond the first 90 days. To continue the coverage the Covered Person must, within the 90 days after the child's birth: 1) apply to us; and 2) pay the required additional premium for the continued coverage. If the Covered Person does not use this right as stated here, all coverage as to that child will terminate at the end of the first 90 days after the child's birth.]

[NURSE means Registered Graduate Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocation Nurse (L.V.N.). He may not be the Covered Person or a member of his Immediate Family.]

ORGAN AND TISSUE TRANSPLANTS mean Medically Necessary adult and pediatric human organ and tissue transplants: [(a) Bone marrow/peripheral stem cell, including High Dose Chemotherapy; (b) Heart; (c) Heart/Lung; (d) Lung; (e) Liver; (f) Pancreas; (g) Kidney/Pancreas; (h) Small Bowel; and (i) Kidney.]

OUTPATIENT means expenses incurred for Medically Necessary services received other than as Confined.

[PARTICIPATING ORGANIZATION means a [college, university or other educational] sponsor that has endorsed or offered the insurance provided by this Policy to its membership or [students].]

[PHYSICIAN means a person who is a qualified doctor of medicine or dental practitioner As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.]

[PHYSIOTHERAPY means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage; speech or occupational therapy; pulmonary or cardiac rehabilitation therapy administered by a Physician.]

POLICY means the contract issued to the Policyholder providing the benefits described.

POLICYHOLDER means the legal entity in whose name this Policy is issued, as shown on the Schedule of Benefits. The terms you, your, and yours mean the Policyholder.

[POLICY YEAR] [CALENDAR YEAR] means the period of time starting with the Effective Date of this Policy through [the termination date of this Policy] as shown on the Schedule of Benefits. The [Policy Year] [Calendar Year] is agreed to by the Policyholder and the Company.]

[PREEXISTING CONDITION is a [twelve month] [eighteen months for late enrollee] time period for conditions for which medical advice, diagnosis, care, or treatment was received or recommended within the [six month] period immediately preceding the effective date of the person's coverage, for which no benefits will be paid without submission of a creditable coverage certification.]

[PREGNANCY/COMPLICATIONS means a pregnancy resulting from conception that occurred after the Covered Person's Effective Date of Coverage.]

[PRESCRIPTION DRUGS means any Medically Necessary drugs that, under the applicable state or federal law, may be dispensed only upon written prescription of a Physician; and injectable insulin.]

> **BRAND NAME** means prescription drugs , which must meet FDA requirements and on which the trade name or brand name is protected by a patent so that it can only be produced by one manufacturer for a period of time.

GENERIC means prescription drugs for which a patent has expires, allowing another manufacturer to produce the drug. The generic must meet the same FDA requirements as the equivilent brand name drugs, with the same standards for safety, effectiveness, purity and strength and provide substantially the same therapeutic effect as the brand name drug.

[REHABILITATION CARE FACILITY means an institution licensed as a "Rehabilitation Hospital" by the laws of the state where it is located, and which:

1) is operated within the scope of its license;
2) provides 24-hour-a-day nursing care furnished or supervised by graduate Registered Nurses;
3) maintain daily clinical records on each patient;
4) has the services of a Physician available at all times under an established agreement;
5) uses appropriate methods to dispense and administer drugs and medicines;
6) has transfer arrangements with at least one Hospital;
7) has a utilization review plan in effect; and
8) has treatment policies developed with the advice of, and reviewed by, a group of professionals who are specialists in the care and treatment provided by the institution.]

[SICKNESS means an illness, [or] disease [, or trauma related disorder due to Injury] which [first manifests][or causes a loss] [while this Policy is in force and which] results in Covered Medical Expenses. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness. It also includes [Pregnancy and] Complications of Pregnancy.]

[SKILLED NURSING FACILITY means an institution which meets all of the following requirements:

1) it must be operated pursuant to law;
2) it must be primarily engaged in providing in addition to room and board accommodations, Skilled Nursing Services under a licensed Physician's supervision;
3) registered or licensed practical nurses must supervise 24 hours a day;
4) a daily record for each patient must be maintained.

This definition does not include a:

1) rest home or similar facility;
2) home or facility for the aged;
3) home or facility for drug addicts or alcoholics;
4) home or facility for care or treatment of mental diseases or disorders; or
5) home or facility for custodial or educational care.**]**

[USUAL AND CUSTOMARY CHARGES means the lesser of: 1) the actual charge; 2) what the provider would accept for the same service or supply in the absence of insurance; or 3) the reasonable charge as determined by the Company, based on factors such as: a) the most common charge for the same or comparable service or supply in a community similar to where the service or supply is furnished; b) the amount of resources expended to deliver the treatment rendered; c) charging protocols and billing practices generally accepted by the medical community or specialty groups; or d) inflation trends by geographic region. No payment will be made under the Group Policy for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.]

WE, OUR, US means the Insurance Company underwriting this insurance.

YOU, YOUR, YOURS means the Covered Person who meets the eligibility requirements of the Policy and whose insurance under the Policy is in force. When used in this Policy the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

ELIGIBILITY PROVISION

Eligibility: Each person who belongs to one of the "Classes of Persons To Be Covered" as set forth in the Policyholder Application and shown in the Schedule of Benefits, is eligible to be Covered under the Group Policy provided that he or she: 1) has no hospital, major medical, group health, governmental, or medical insurance coverage in force that will not terminate prior to the Effective Date; and 2) will be under age sixty-five (65) on the Termination Date. [Foreign visitors, non-US citizens or persons traveling outside the United States of America are not eligible for coverage.] [All applicants must be permanent U.S residents (in the U.S. for 12 months or more) or Green Cardholders.] Any false statement, material misstatement or omission of information in the individual enrollment application will be considered a misrepresentation and may be the basis of claim denial or later rescission of coverage issued on the basis of the information given. Such claim denial or rescission and termination of coverage will apply to the Covered Person and his covered Dependents without liability to the Company.

If Dependents are eligible for coverage under this policy, the eligibility date for such Dependents of the Covered Person shall be determined in accordance with the following:

1) If a Covered Person has Dependents on the date he or she is eligible for insurance; or
2) If a Covered Person acquires a Dependent after the Effective Date, such Dependent becomes eligible:
   - On the date the Covered Person marries the Dependent; or
   - On the date the Covered Person acquires a dependent child who is within the limits of a dependent, unmarried child set forth in the "Definitions" section of the Group Policy and this Certificate.

Dependent eligibility expires concurrently with that of the Covered Person.

Eligible persons may be Covered under the Group Policy subject to the following:

1) Payment of premium as set forth on the Group Policy application; and,
2) Application to the Company for such coverage.

Covered Person's Effective Date

{Text for Non-Contributory Plan}

A Covered Person's coverage under this Policy begins on the later of:

1) the Policy Effective Date; or
[2) the first day of the [Policy Year] [Calendar Year]]
3) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits .

[Text for Voluntary or Contributory Plan]
[If the Covered Person is required to contribute to the cost of this insurance, the insurance is effective on the latest of the following dates:

1) the Policy Effective Date;
2) the date the Covered Person is first eligible;
3) the first date of the [Policy Year] [Calendar Year] ;
4) the date We receive the completed enrollment form;
5) the date the required premium is paid; or
6) the date payroll/account deduction is authorized for this insurance.]

{Text will be included if coverage is voluntary, enrollment is limited to a fixed time period, and changes are allowed on the basis of family status or only during Annual Enrollment periods.}

[Insurance for the Covered Person [or Eligible Dependents who enroll during the enrollment period/within 31 days after he or she becomes eligible/or within 31 days after a Life Status Change] becomes effective on the latest of the following dates:

1) the Policy Effective Date;
2) the date the Covered Person [or his/her Dependent) is first eligible;
3) the first date of the [Policy Year] [Calendar Year] ;
4) the date We receive the completed enrollment form;
5) the date the required premium is paid; or
6) the date payroll/account deduction is authorized for this insurance.]

[Newborn Children Coverage: We will pay benefits for a newborn child of a Covered Person from the moment of birth. The Covered Person must give Us notice within [90] days of the birth of the child. If notice is not given within [90] days, coverage for the newborn child will terminate.]

[Newborn Adopted Children Coverage**:** In the case of adoption of a newborn child, coverage will be on the same basis as a newborn child if a written agreement to adopt such child has been entered into by the Covered Person prior to the birth of the child, whether or not such agreement is enforceable.]

[Adopted Children Coverage: Coverage for an adopted child, other than a newborn, will begin from the date of placement in the Covered Person's home. A notice of placement for adoption must be submitted to Us. If notice is not given within [90] days, coverage for the adopted child will terminate.]

[Court Ordered Custody: A child placed in court-ordered custody, including a foster child will be covered on the same basis as an adopted child.]

[A Covered Person must be Actively at Work as of his/her effective date of coverage. If on the date coverage under this Policy would otherwise take effect, the Covered Person is not Actively at Work, his/her effective date of coverage will be deferred until the day the Covered Person returns to work, unless he or she was previously Covered Person under the Policyholder's prior policy which this Policy replaces in whole or in part on the day before the Policy Effective Date.]

{This text will be included if a deferred effective date applies.}

[Deferred Effective Date
If the Covered Person or Covered Dependent if applicable, is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date he or she returns to an Actively at Work status. A Covered Dependent's insurance will not be in effect prior to the date a Covered Person is covered.]

PREMIUM

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described in the schedule and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that premium will be due monthly unless otherwise stated in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date, except as provided under the Grace Period section.

Changes in Premium Rate
The Company may change the premium rates from time to time with at least [31 days] advanced written or authorized electronic notice. [No change in rates will be made until [12 months] after the Policy Effective Date.]

[An increase in rates will not be made more than once in a [12 month] period].] However, the Company reserves the right to change rates at any time if any of the following events occur:

1) A change in the terms of the Policy.
2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
3) A change in any federal or state law or regulation affecting this Policy and our benefit obligation
4) A change in the factors bearing on the risk assumed
5) A misrepresentation in the information relied on in establishing the rate for this Policy
6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.

[Grace Period

After the payment of the first premium, this Policy will have a [31] day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the [31] day grace period. During this time, this Policy will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. This Policy will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.]

[New Subsidiary or affiliate company

The premium for this Policy applies only to the Policyholder's organization as composed on the Policy Effective Date as described in the Policy or as thereafter amended.

The eligible persons of any corporation, partnership, or sole proprietorship acquired by the Policyholder after the Policy Effective Date through merger, stock purchase, exchange of stock or otherwise may be covered under this Policy subject to the following conditions:

1) the Policyholder must report, in writing, the name of the newly acquired entity and all underwriting information necessary to determine any additional premium required; and
2) Underwriting and acceptance of the new entity by the Company; and
3) the Policyholder must agree to, and must pay, any required additional premium.]

TERMINATION DATE OF INSURANCE

Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

If this Policy terminates due to non-payment of premium, it may be reinstated if mutually agreed upon, in writing, by the Policyholder and the Company. Written request for reinstatement must be made to the Company within 60 days of the termination date. All required premiums must be paid prior to reinstatement.

This Policy terminates automatically on the earlier of:
1) The Policy Termination Date shown in this Policy; or
2) The premium due date if premiums are not paid when due subject to the grace period provided in the section of this Policy entitled Premium.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate this Policy on the last day of the period for which premiums have been paid.

This Policy may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate this Policy at any time by written mutual consent.
If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.

Covered Person's Termination Date

A Covered Person's coverage under this Policy ends on the earliest of:
1) The date this Policy terminates;
2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
3) [The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;]
4) The date the Covered Person ceases to be eligible as described in this Policy provided all required premiums are paid; or
5) The last day of the period for which premiums have been paid; or
6) The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below.

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

Any continuation of coverage must be based on rules that preclude individual selection and is subject to this Policy remaining in force.

Covered Dependent's Termination Date

A Covered Dependent's coverage under this Policy ends on the earliest of:
1) The date this Policy terminates; or
2) The date the Covered Person's coverage ends; or
3) The date the Covered Dependent is no longer a Dependent; or
4) The last day of the period for which premiums have been paid.

[CONTINUATION RIGHTS UNDER COBRA

If Your Employer is subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, a Covered Person may be eligible to continue coverage. The Employer is responsible for meeting all of the obligations under COBRA, including notifying all covered Persons and Dependents of their rights under COBRA. If the Employer fails to meet its obligations under COBRA, We will not be liable for any claims incurred by You or any of Your covered Dependents after termination of coverage. This continuation does not apply to any Life Insurance, Accidental Death and Dismemberment, or Weekly Income Benefits.]

[STATE CONTINUATION OF COVERAGE

When Your medical coverage terminates, You may be eligible to have Your coverage continued under the Policy, for You and Your then covered Dependents, under state law.

State Continuation, if available, applies to Covered Persons when coverage terminates due to termination of employment, or for Dependents, when their coverage terminates due to the death of the Covered Person, or divorce.

In order to continue coverage, the Covered Person must have been continuously covered under this Certificate (or any similar group contract it replaced) for at least 3 consecutive months immediately prior to termination of coverage. The maximum period of Continuation Coverage is 6 months.

Continuation will not be available for any Covered Person who is or could be covered by Medicare or any other insured or uninsured arrangement which provides hospital, surgical or major medical coverage for individuals in a group and under which the Covered Person was not covered immediately prior to termination of coverage.

A Dependent may continue coverage only if the Covered Person continues coverage, except in the case of the Covered Person's death or divorce. In the case of death or divorce, Dependent Children may continue coverage only if the Covered Person's covered spouse continues coverage. In order for Dependent Children to continue coverage, they must continue to meet the definition of Eligible Dependent.

Continuation may not include dental or any other benefits provided under the Group Policy in addition to its hospital, surgical or major medical benefits, but continuation shall include maternity benefits as provided in this Certificate.

To continue coverage, the Covered Person must complete and return an application to Us, along with any required premium payment, within 31 days of the date coverage terminated.

If a Covered Person is pregnant on the date coverage terminates, such person is eligible to continue medical coverage for:

1) the rest of the month in which insurance stops; plus
2) a period of up to 6 months after the pregnancy stops.

Covered Persons and covered Dependents are <u>not</u> entitled to Continuation Coverage if:

1) the coverage terminated for failure to pay timely premiums;
2) the person is or could be covered by Medicare;
3) the person is or could be covered by an insured or uninsured arrangement which provides hospital, surgical or major medical coverage; or
4) the Group Policy terminates.

Continuation Coverage under state law terminates upon the earliest of the following:

1) 9 months after coverage would otherwise have terminated;
2) the end of the period for which contributions are made, if premiums are not paid on time;
3) the date a Covered Person is or could be covered by Medicare or any other insured or uninsured arrangement

that provides for hospital, surgical or major medical benefits;
4) the date on which the Group Policy is terminated;
5) the date the Employer terminates participation under the Group Policy. If this condition applies and the coverage ceasing, by reason of termination, is replaced by similar coverage under another group policy, then:
   a) The Covered Person shall have the right to become covered under the other group policy for the balance of the period that the Covered Person would have remained covered under this Certificate in accordance to the provisions of this section;
   b) The minimum level of benefits to be provided by the other group policy shall be the applicable level of benefits of the Group Policy reduced by any benefits payable under the Group Policy; and
   c) The Group Policy shall continue to provide benefits to the extent of its accrued liabilities and extensions of benefits as if the replacement had not occurred.]

[COORDINATION AMONG CONTINUATION RIGHTS

A Covered Person may be eligible to continue his or her coverage under COBRA and a State Continuation provision at the same time. If a Covered Person elects to continue his or her coverage under both COBRA and a State Continuation, the continuation periods:
1) start at the same time;
2) run concurrently; and
3) end independently on their own terms.

While covered under more than one Continuation right, the Covered Person:
1) will not be entitled to duplicate benefits; and
2) will not be subject to the premium requirements of more than one provision at the same time.

At the end of all continuation periods, You and Your covered Dependents may exercise the medical Conversion right.

In order to continue Your coverage, You must request such continuation in writing within thirty-one (31) days of the date coverage would otherwise terminate and You must pay to the Group Policyholder, on a monthly basis, the amount of contribution required to continue the coverage. Such premium contribution shall not be more than the group rate of the insurance being continued on the due date of each payment; but, if any benefits are omitted as allowed, such premium contribution shall be reduced accordingly. Your written request for continuation, together with the first required premium contribution, must be given to the Group Policyholder within thirty-one (31) days of the date the coverage would otherwise terminate. The Group Policyholder shall notify You no later than the date on which coverage would otherwise terminate.]

[CONTINUATION OF COVERAGE DURING FAMILY AND MEDICAL LEAVE

If Your Employer is subject to the requirements of The Family and Medical Leave Act of 1993 (FMLA), You may be eligible to continue health coverage during a family leave. Consult Your Employer for details.]

[CONTINUATION OF INSURANCE

{Continuation of Insurance provisions are optional at the case or class level.}

[Insurance for a Dependent may be continued if insurance would otherwise end because of the death of a Covered Person.

In this event, to continue insurance a Dependent must:
1) submit a written (or authorized electronic/telephonic) request for continued insurance within [31 days] of the Covered Person's death;
2) meet all other eligibility requirements[; and]
3) [pay the required premium.]

This insurance will end on the first of the following dates to occur:
1) the Dependent is no longer eligible, except for the death of the Covered Person;
2) [the required premium is not paid][; or]
3) [the end of the Maximum Benefit Period shown for this benefit.]

{The following Continuation of Insurance provision may be included in lieu of the Reinstatement of Insurance and Portability provisions}

[If the Covered Person's Active Service ends due to [a layoff, an Employer approved leave of absence or an Employer approved family medical leave] coverage for [a Covered Person and his or her covered Dependents] will continue, if the required premium is paid, until the earliest of the following dates:

1) the end of the Maximum Benefit Period shown for this benefit;
2) the date the Covered Person fails to return to work as required by his or her Employer; or
3) the date the Covered Person and any Covered Dependents are no longer eligible.]

[If the Covered Person's Active Service ends because he or she is on active duty in the armed forces, insurance will continue for [a Covered Person and his or her Covered Dependents], if the required premium is paid, until the earlier of the following dates:

1) the end of the Maximum Benefit Period shown for this benefit;
2) the date the Covered Person fails to return to work as set forth in the Uniform Services Employment and Reemployment Rights Act of 1992, and as may be later amended.]

[Any change in benefits that occurs during a period of continuation will apply on the date the Covered Person returns to Active Service.]

{This provision is optional on the case or class level.}

[PORTABILITY OPTION

If the Covered Person's [employment / membership] with the Policyholder ends prior to age [60], he or she may continue insurance [up to the Maximum Benefit shown in the Schedule of Benefits]. To continue insurance, the Covered Person must [submit a request for insurance and] pay the required premium. If a Covered Person does not continue insurance [within 31 days after employment / membership ends], he or she may not elect to continue coverage at a later date. A Covered Person who continues insurance in this manner will become a Former Covered Person.

[If a Covered Person continues coverage, he or she may also continue coverage for a Dependent if they are covered under the Policy on the date coverage would otherwise end. If a Former Covered Person later acquires a Dependent, he or she may elect coverage for them by [submitting a request for insurance and] paying the required premium.]

Coverage will be effective [on the date we receive the required premium payment]. It will end on the [earliest of the following dates.

1) [The date We cancel coverage for all members of the Covered Person class.]
2) The end of the period for which premiums are paid.
3) [The date the Covered Person is age [65.]
4) [The date the Maximum Benefit Period for this benefit ends.]

[Coverage for a Dependent will end on the [earliest of the following dates.

1) The date We cancel coverage for all Dependents of the Covered Person's class.
2) [When the Covered Person‘s coverage ends.]
3) [The date the Maximum Benefit Period for this benefit ends.]
4) The date he or she no longer qualifies as a Dependent.]

[This provision is optional on the case or class level.)]

[CONVERSION PRIVILEGE

If a Covered Person’s insurance or any portion of it ends for a reason other than the non-payment of premium, [age, the termination of the Policy or termination of coverage for the Covered Person's class], he or she may apply for conversion insurance.

The Covered Person may choose any type of Limited Benefit Indemnity insurance We have available for persons of his or her age in the amount applied for, except:

1) he or she may not apply for an amount greater than the coverage in force under the Policy less the amount of any other group Limited Benefit Indemnity insurance for which he or she becomes eligible within [31 days] after the date coverage under the Policy ends; and
2) the conversion insurance will only contain Limited Benefit Indemnity benefits.

The Covered Person must apply for conversion insurance within [31 days] after his or her coverage under the Policy ends. Premiums will be based on the table of rates in force at that time for such policies based on the Covered Person's age and class of risk.

The Covered Person will not be required to provide evidence of insurability.

[If the Covered Person dies within the [31 day] period for conversion as the result of a covered benefit, We will pay the benefit he or she would have been entitled to convert. The policy will only contain Limited Benefit Indemnity Benefits.]

[If the Covered Person's coverage ends because the Policy is terminated or coverage for the Covered Person's class ends, he or she may apply for conversion insurance. However, the amount of insurance he or she may apply for will be limited to the amount of insurance in force under the Policy.]

DESCRIPTION OF COVERAGE

Medical Expense Benefits

Benefits are payable for Covered Medical Expenses (see "Schedule of Benefits") less any Deductible incurred by or for a Covered Person for loss due to Injury or Sickness subject to: a) the Maximum Benefit for all services; b) the maximum amount for specific services; both as set forth in the Schedule of Benefits; and c) any coinsurance set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall never exceed the Maximum Benefit stated in the Schedule of Benefits.

Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid [for services designated as "No Benefits" in the Schedule of Benefits or] for any matter described in "Exclusions and Limitations."

If a Benefit is designated, Covered Medical Expenses include:

[1] Room and Board Expense]

[2] Intensive Care Hospital Expense]

[3] Hospital Miscellaneous Expenses: 1) while Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies and general nursing care provided and charged by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.]

(4) Physiotherapy (Inpatient): See Schedule of Benefits.

[5] Surgery: Physician's fees for inpatient surgery. If two or more procedures are performed through the same incision or in immediate succession at the same operative session; the maximum amount paid will not exceed the benefit for the one of such procedures for which the largest benefit is payable.]

[6] Anesthetist Services: in connection with inpatient surgery.]

[7] Registered Nurse's Services: 1) private duty nursing care only; 2) while Hospital Confined; 3) ordered by a Physician; and 4) a Medical Necessity.]

[8] Physician's Visits: Benefits are limited to one visit per day, excluding Physiotherapy visits.]

[9] Pre-admission Testing: limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable under the Group Policy, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries. This benefit is payable within 7 working days prior to admission.]

[10] Physician's Surgical Expenses: Physician's fees for outpatient surgery.]

[11] Outpatient Surgery Facility Charge in connection with outpatient day surgery. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests and X-ray examinations, including professional fees; anesthesia; drugs or medicines; and supplies. Outpatient surgery miscellaneous benefits are not payable for non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic.]

[12] Anesthetist: in connection with surgery.]

[13] Physiotherapy (Outpatient): benefits are limited to one visit per day.]

[14] Emergency Room and Supplies: only in connection with a Medical Emergency as defined. Benefits will be paid for the use of the emergency room and supplies.]

[15] Diagnostic X-ray Services (Outpatient): if so noted in the Schedule of Benefits, separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT).]

[16] Radiation Therapy (Outpatient).]

[17] Laboratory Procedures (Outpatient): Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT).]

[18] Tests and Procedures (Outpatient): 1) diagnostic services and medical procedures; 2) performed by a Physician; 3) excluding Physician's Visits; Physiotherapy; X-Rays; and laboratory procedures.]

[19] Injections (Outpatient): 1) when administered in the Physician's office; and 2) charged on the Physician's statement.]

[20] Chemotherapy (Outpatient): See Schedule of Benefits.]

[21] Prescription Drugs (Outpatient): See Schedule of Benefits.]

[22] Ambulance Services.]

[23] Durable Medical Equipment: 1) when prescribed by a Physician; and 2) a written prescription accompanies the claim when submitted. Replacements are never covered. Durable medical equipment includes equipment that: 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury or Sickness. No benefits will be paid for rental charges in excess of purchase price.]

[24] Consultant Physician Fees: when requested and approved by the attending Physician.]

[25] Wellness Benefits: annual routine exam or well child care, under supervision of single Physician during visit. Wellness benefits include 1) history and physical exam; 2) Pap test, colorectal screening, prostate cancer screening, mammography, and bone density screening.]

[26] Dental Treatment: 1) performed by a Physician; and, 2) made necessary by Injury to sound, natural teeth. Routine dental care and treatment to the gums are not covered. Benefits paid for dental treatment may be paid directly to the Provider.]

[Accidental Death and [Dismemberment] Benefit

If Injury to the Covered Person results in any of the covered losses shown below, within the [Time Period for Loss [Variable, e.g. any period from 90 days to 365 days] as shown in schedule of benefits] from the date of the Covered Accident that caused the Injury, the Company will pay the percentage of the principal sum shown below for that loss.

[The principal sum is shown in the Schedule of Benefits.] [If multiple losses occur, only one Benefit, the largest, will be paid for all Losses due to the same Covered Accident.]

[**Loss of:**	**Benefit:** (Percentage of principal sum)
Life	100%
Brain Death	100%
Quadriplegia	100%
Two or More Members	100%
One Member	50%
Hemiplegia	50%
Paraplegia	50%
Uniplegia	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand	25%

"Member" means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. "Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight" means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. "Loss of speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of hearing" means permanent total deafness in both ears such that it cannot be corrected by any aid or device. "Loss of thumb and index finger of the same hand" means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body]

Brain Death means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Quadriplegia means total Paralysis of both upper and lower limbs.

Uniplegia means total Paralysis of one lower limb or one upper limb.]

[Aggregate Limit of Liability
The maximum amount the Company will pay for all covered losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all covered losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person's covered loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all covered losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.]

[Accident Medical and [Dental] Expense Benefit

We will pay Accident Medical and Dental Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Co-payments, Benefit Periods, benefit maximums and other terms or limits shown below.

Accident Medical Expense Benefits are only payable:
1) for Usual and Customary Charges incurred after the deductible has been met;
2) for those Medically Necessary covered expenses incurred by or on behalf of the Covered Person;
3) for charges incurred within [30-365] days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges**.]**

CLAIMS PROVISIONS

Notice of Claim: Written notice of death or injury must be given to the Company within [20,30] days after a Covered loss begins or as soon as reasonably possible. Notice can be given to the Company at [Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department]. Notice should include the Covered Person's name and address as well as this Policy Number. If written notice is not received within [20,30] days, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the [20,30] day period; and
2) it is further shown that notice was given as soon as possible.

Claim Forms: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, proof of loss requirements stated below will be deemed to have been met if, within 180 days, written proof of the nature and extent of the loss is submitted.

Proof of Loss: Written proof of loss must be given to the Company within 180 days after the date of loss. If the proof of loss is not submitted within 180 day, the claim may be reduced or invalidated. [The claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the 180 day period; and
2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.]

Payment of Claims: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates, the date the Company receives proof of the loss of life; or the 10th day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of this Policy entitled 'General Policy Provisions'.

[Recovery of Overpayment: If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.

1) A request for lump sum payment of the amount [overpaid or paid in error] or
2) Reduction of any proceeds payable under this Policy by the amount [overpaid or paid in error].]

[Right of Recovery: A Covered Person may incur charges due to an Injury for which benefits are paid by this Policy. The injury may be caused by the act or omission of another person. If so, the Covered Person may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the Covered Person must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under this Policy.

The right of Refund also applies when the Covered Person recovers under an uninsured or underinsured motorist plan.

Recovery means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

Net Recovery means the Covered Person's Recovery less attorney's fees and court costs incurred in making the Recovery. Refund means repayment to Us for benefits paid.]

Time of Payment of Claims: Benefits for loss covered by this Policy, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by this Policy that require periodic payment shall be paid on a timely basis provided that the Company receives proper written proof of such loss.

Beneficiary: The Covered Person may designate a beneficiary. He or she has the right to change the beneficiary at any time by written (or electronic or telephonic) notice. If it is necessary to designate a beneficiary for a minor, the parent or guardian may exercise that right. The change will be effective when We receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validly of a change.

[Subrogation: The Policyholder has the sole obligation to pursue, to the full extent of the legal remedies available to it,is required to investigate and prosecute all valid claims that it may have against third parties when they arisearising out of an occurrenceany claim for which results in a Loss. Should the Policyholder fail to pursue a claim that it may have against a third party, and should it not otherwise pursue all legal remedies available to it and should the Company then become liable to make payments under the terms and conditions of this Policy, then the Company shall determine its payment under this Policy as if the Policyholder had in fact pursued its legal remedies and had been successfulbenefits were paid by this Policy. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under this Policy, the Company will be subrogated to all of the Policyholder's rights to make recoveries. However, the Company's Subrogation right is secondary to the Policyholder's right to be fully compensated for its damages. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder's cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the

Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under this Policy pursuant to its Subrogation right.]

GENERAL PROVISIONS

[Arbitration: All disputes between the Policyholder and the Company shall be settled by Arbitrationarbitration in accordance with the rules Commercial Rules of the American Arbitration Association, except with regard to rules governing the express stipulationselection of arbitrators. It is further stipulated that the arbitrator(s) shall strictly abide by the terms of , when adjudicating any dispute under this Policy, consider the terms and shall strictly apply rulesconditions of lawthis Policy, applicable thereto.substantive law, and may, in the arbitrators' discretion, consider applicable custom and practice in the Accident and Health industry [and the Employer Stop Loss sector.] All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the [Employer Stop Loss sector.] Each party shall select its own party arbitrator and the parties' chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of this Policy. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any arbitration shall be confidential, and except as required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of this Policy.]

Assignment: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

[Certificates of Insurance: The Company will issue to the Policyholder certificates of insurance for delivery to each Covered Person covered by this Policy, where required by law. Certificates will list the benefits, conditions and limits of this Policy. [They will state to whom benefits will be paid.]

Concealment, Fraud: This entire Policy will be void if the Company determines that the Policyholder or its agent has concealed or misrepresented any material fact or circumstance concerning this Policy, including any claim or any case of fraud by the Policyholder or any agent relating to this Policy.

Conformity with State Statutes: Any provision of this Policy in conflict on its effective date with the laws of the state where the Covered Person lives is amended to conform to the minimum requirements of such laws.

Designation or Change of Beneficiary: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

1) Beneficiaries designated in writing by the Covered Person for this Policy on file with the Policyholder, if any, otherwise;
2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;

3) In equal shares to the members of the first surviving class of those that follow, if any:
   a) a Covered Person's lawful spouse, if not legally separated or divorced, or domestic partner. The term "domestic partner" as used herein means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the domestic partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the domestic partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other domestic partner. The Company requires proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership;
   b) a Covered Person's natural child, adopted child, foster child, stepchild, or other child for whom the Covered Person has or had legal guardianship (proof will be required); or
   c) a Covered Person's parents, whether natural, step or adoptive; otherwise.
4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Covered Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Covered Dependent's death, the beneficiary is the Covered Person's estate.

Entire Contract/Changes: This Policy with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company. In the absence of fraud, statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause the Company to deny or reduce the benefits due under this Policy or be used as a defense of a claim, unless it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause this Policy to be contested. Changes to this Policy may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of this Policy to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change this Policy or waive any of its provisions.

Insolvency: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in this Policy. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Plan.

Legal Action: No legal action may be brought to recover on this Policy until there has been full compliance with all the terms of this Policy. All Policy terms will be interpreted under the laws of the state in which this Policy was issued. No legal action may be brought to recover on this Policy within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

Misstated Data: The Company has relied upon the underwriting information provided by the Policyholder or any Agent in the issuance of this Policy. Should subsequent information become known which, if known prior to issuance of this Policy, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Policyholder.

Clerical Error: Inadvertent clerical errors (whether by the Policyholder or by the Company) will not void the coverage of any Covered Person if that coverage would have otherwise been in effect nor extend the coverage of any Covered Person if that coverage would have otherwise ended or been reduced as provided by this Policy. Upon discovery of any such error, all necessary information shall be furnished and an equitable adjustment of the premiums will be made, but in no event shall an adjustment be made for a period more than six months prior to the date the Policyholder or Company is notified of the error.

Payment of Premium: The first Premium is due on the Policy Effective Date. After that premiums will be due monthly unless shown otherwise in the Schedule of Benefits. If any premium is not paid when due, the Policy will be cancelled as of the Premium Due Date, except as provided in the Policy Grace Period provision.

Physical Examinations [and Autopsy]: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination or autopsy.

Time Limit on Certain Defenses: In the absence of fraud, all statements made by the Policyholder shall be deemed representations and not warranties. No statement made by the Policyholder for the purpose of effecting insurance shall be used to contest this Policy or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the Policyholder. No such statement will be used to contest this Policy after this Policy has been in force for two years.

Waiver: Failure of the Company to strictly enforce its rights under this Policy at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

Workers' Compensation: This Policy is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

EXCLUSIONS & LIMITATIONS

The Company will not reimburse any Loss or expense caused by or resulting from any of the following.
Benefits are not provided for Loss, Injury or Illness of a Covered Person, which results directly or indirectly, wholly or partly from:

1) [Insurrection, rebellion, participation in a riot, commission of or attempting to commit an assault, battery, felony, or act of aggression.]
2) [Declared or undeclared war or acts thereof.]
3) [Accidental Bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by Us pro-rata for any period of active-full).]
4) [Any Injury or Illness arising out of or in the course of work for wage or profit.]
5) [Any Injury or Illness covered by any Worker's Compensation Act, Occupational Disease Law or similar law.]
6) [Bodily injuries received while the Covered Person was operating a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit.]
7) [Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy.]

[Accidental Death & Dismemberment Exclusions and Limitations
In addition, this Policy does not cover any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily injury,] unless otherwise covered under this policy by Additional Benefits:

1) [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.]
2) [Intentionally self-inflicted injury.]

3) [War or any act of war, declared or undeclared.]
4) [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.]
5) [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
6) [Disease or disorder of the body or mind.]
7) [Medical, surgical treatment, diagnostic procedure, administration of anesthesia or medical mishap or negligence, including malpractice.]
8) [Loss, Injury or Illness occurring after Termination of Coverage.]
9) [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.]
10) [Alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a Physician.]
11) [Voluntary taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
12) [Intoxication or being under the influence of any drug or narcotic]
13) [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
14) [Conditions that are not caused by a Covered Accident.]
15) [Covered Expenses for which the Covered Person would not be responsible in the absence of this Policy.]
16) [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
17) [Travel or activity outside the United States.]
18) [Participation in any motorized race or speed contest.]
19) [Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage effective date, unless We receive a written medical release from the Covered Person's Physician.]
20) [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]

[Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
1) [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
2) [While being used for any test or experimental purpose; or]
3) [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
4) [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household]

Medical Expense Exclusion and Limitations

Benefits are not provided for Medical Expenses resulting in:
1) [Charges for which: (1) there is no legal obligation to pay, or (2) no charge is made, or (3) in the absence of coverage, no charge would be made.]
2) [Charges incurred after termination of coverage.]
3) [Charges for care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law.]
4) [Charges which are not medically necessary (as defined) for treatment of illness or injury.]
5) [Charges for services, which are not related to and consistent with the treatment of any injury or illness of the Covered Person.]
6) [Unless specifically provided in the Plan, charges for routine physicals or general health exams, unless they are necessary for the diagnosis and treatment of an Illness.]
7) [Charge for medical care, services, or supplies, which are not furnished or prescribed by a Doctor (as defined).]
8) [Charges for experimental or investigational treatment, procedures for research purposes or practices when not generally recognized as accepted medical practices.]
9) [Charges for care, treatment, services or supplies that are not approved or accepted as essential to the treatment of an Injury or Illness by any of the following:
   a) The American Medical Association
   b) The U.S. Surgeon General

c) The U.S. Department of Public Health
d) The National Institute of Health
e) The professional review organization(s) which administer the Utilization Review Program.]

10) [Charges related to cosmetic surgery or dental care done to beautify a person without medical or dental indication of Injury or Illness.]

Unless specifically provided in the Policy, charges:

1) [For dental treatment]
2) [For oral surgery]
3) [For treatment of Mental Illness Disorders.]
4) [For treatment of Substance Abuse Disorders.]
5) [For refractions, eyeglasses, or hearing aids or their fitting.]
6) [In connection with obesity, weight reduction, or dietetic control, except for morbid obesity or disease etiology.]
7) [For treatment or services for orofacial, or myofascial syndrome whether medical or dental in scope.]
8) [For reversal procedures in connection with previous male or female sterilization.]
9) [For routine immunizations and vaccinations, including but not limited to polio, mumps, measles, small pox, DPT, or tine tests.]
10) [For services in the nature of educational or vocational testing or training.]
11) [For elective abortions.]
12) [For outpatient food, food supplements, or vitamins.]
13) [For radial keratotomines.]
14) [Any charges for treatment rendered to a newborn child prior to initial discharge from the hospital except for:
    a) An abnormal congenital condition;
    b) An illness contracted at birth;
    c) An illness related to prematurity, or
    d) Well baby care for a newborn child placed in a well child unit of a Hospital while the covered mother remains in that Hospital. Well baby care consists of:
        i. Hospital charges for nursery care
        ii. Hospital special charge
        iii. Surgeon's charges for circumcision; and
        iv. Physician's charges for visits during this Hospital Confinement

    The newborn child's calendar year deductible amount will be waived for these services when rendered in a Hospital.]
15) [Any charges in excess of the Plan Maximums as shown in the schedule of benefits.]
16) [For treatment of male or female infertility; in vitro and invivo fertilization of an ovum; or artificial insemination including but not limited to drugs and medicines;]
17) [Diagnostic and surgical procedures including but not limited to:
    a) Aspiration of ovarian cysts;
    b) Harvesting or obtaining eggs;
    c) Other surgical treatment of infertility;
    d) Diagnostic laboratory and pathology procedures;
    e) Diagnostic radiology, nuclear medicine and ultra sound procedures.]
18) [Charges for stand-by surgeons, pediatricians, anesthesiologists, anesthetists, or other Doctor as defined by the Plan; or stand-by supplies, equipment, rooms, or any other service, supply or treatment not actually used in the care or treatment of an Illness or Injury.]
19) [Charges made by; durable medical equipment recommended by; or drugs dispensed by; a Physician, surgeon, nurse or other Physician (as defined) who:
    a) Normally lives with the Covered Person;
    b) Is a member of the Covered Person's family;
    c) Is the Covered Person's Policyholder.]
20) [Charges for custodial care.]
21) [Charges related to smoking cessation.]

22) [Charges for the treatment of the following:
   a) Codependency;
   b) Social, occupational, or religious maladjustments;
   c) Compulsive gambling;
   d) Chronic marital or family problems when not related to the primary focus of treatment, which must be a diagnosable mental disorder.]

[Dental Option Exclusions and Limitations

Benefits are not provided for:

1) [Any charges for services received from the dental or medical department of any employer, union, employee benefit association, trustee, or similar organization, or for services of a Dentist or clinic contracted for or by any organization.]
2) [Any charges for replacement of a tooth or teeth extracted prior to the Covered Person's Effective Date unless the replacement satisfies one of the conditions listed under dental in the schedule of benefits.]
3) [Any charges for dentures, crowns, inlays, onlays, bridgework or appliances or services for increasing vertical dimensions.]
4) [Any charges for denture or bridgework adjustments within six (6) months of the placement of a denture or bridgework.]
5) [Any charges for replacement of a lost or stolen prosthesis or for a duplicate prosthesis.]
6) [Any charges for oral hygiene, dietary or plaque control instructions and programs.]
7) [Any charges for athletic mouthguards.]
8) [Any charges for porcelain veneered crowns or pontics on or replacing a tooth or teeth posterior to the second bicuspid, which exceeds the maximum allowable charge payable for acrylic veneered crowns or pontics.]
9) [Any charges for a temporary denture or bridge that, when combined with the charge for the permanent denture or bridge, exceeds the dental expense charge for the permanent denture or bridge.]
10) [Any charges made by a Dentist for failure to appear as scheduled for an appointment.]
11) [Any charges for tooth re-implantology not resulting from an accident.]
12) [Any charges for drugs, other than injectible antibiotics administered by a Dentist as a result of dental treatment.]
13) [Any charges for procedures, services, or supplies, which do not meet acceptable standards of dental practice.]
14) [Any charges for treatment initiated while not covered under the Plan, except for orthodontic treatment.]
15) [Any charges not included under dental in the schedule of benefits.]

[Vision Option Exclusions and Limitations

In addition to the above, benefits are not provided for:

1) [Any medical or surgical treatment of the eye]
2) [Sunglasses, plain or prescription; safety lenses or goggles]
3) [Orthoptics, vision training or aniseikonia.]

Berkley Life and Health Insurance Company

Urbandale, Iowa
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690
A Berkley Company

LIMITED [ACCIDENT] [AND SICKNESS] INDEMNITY CERTIFICATE

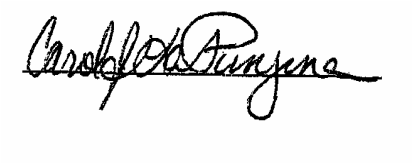
Policyholder:	**[ABC Company]**
Policy Number:	**[12345]**
[Certificate Holder	**[John Doe]**
Effective Date:	**[December 1, 2007]**
State of Issue:	**[Washington]**

The Policy is a legal contract between the Policyholder and **Berkley Life and Health Insurance Company** (herein referenced as "the Company"). The Company agrees to provide insurance to the Policyholder, in exchange for the payment of the required premium. Coverage is subject to the terms and conditions described in the Policy and this Certificate.

The Policy and this Certificate and the coverage provided by it become effective at 12:01 A.M. at the address of the Policyholder on the Policy Effective Date shown above. It continues in effect in accordance with the provisions set forth in the Policy and this Certificate.

The Policy and this Certificate is governed by the laws of the state where it was delivered.

Signed for the Company, as of the Effective Date above:



President Secretary

PLEASE READ THIS CERTIFICATE CAREFULLY
THIS IS A LIMITED ACCIDENT [AND SICKNESS] INDEMNITY CERTIFICATE.
IT IS NOT A MAJOR MEDICAL OR COMPREHENSIVE HEALTHCARE CERTIFICATE.

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SCHEDULE OF BENEFITS

[POLICYHOLDER: [ABC Company]

POLICY EFFECTIVE DATE: [12/01/07]

POLICY NUMBER: [xxxxxxxx]

[CERTIFICATE HOLDER: [John Doe]

[**PREMIUM DUE DATE:** Monthly/Quarterly/Annual in advance on the [1st] of each month]

[POLICY PERIOD: [December 1, 2007 through November 31, 2008]]

[PREMIUMS
[Determined on the basis of the plan design selected by the Policyholder] [$123/mo.]

[Limited Accident [and Sickness] Indemnity Benefits]

[Limited Accident [and Sickness] Indemnity Benefits up to the [Policy Year] [Calendar Year] benefit maximum - $500 - $25,000]

Deductible:	[Variable e.g. Any amount from $0 - $100] per individual, [Variable e.g. Any amount from $0 - $200] per family.]

[Covered expenses may be subject to specific limits on certain covered benefit amounts or all covered benefit amounts may be subject to the same maximum limit. All benefits will be paid on a flat indemnity basis.]

[**Medical Expense Benefits**	**Limited Accident [and Sickness] Indemnity Benefit Amount**
[Physician Visit	[Variable e.g. Any amount from $10 - $100] per visit, subject to a maximum up to [$200 - $1000] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment] [The Deductible is not applied to Covered Expenses incurred for Physician office visits. However, the Physician office visit is subject to a [Variable e.g. Any amount from $0 - $50] Co-Payment for each visit. The Co-Payment may not be used to satisfy the Deductible]
[Wellness Care	[Variable e.g. Any amount from $10 - $100] per visit, subject to a maximum up to [$50 - $500] per person per [Policy Year] [Calendar Year] [and subject to Co-payment] [and subject to a [Variable e.g. 3-5 visits] maximum per [Policy Year] [Calendar Year]

[Physician Surgical Expenses	[Variable e.g. Any amount from [$100 - $1000] per person per surgery per [Policy Year] [Calendar Year] , [subject to a maximum up to [$1000 - $5000] per person per [Policy Year] [Calendar Year] or subject to Co-payment of up to Variable e.g. Any amount from [$100 - $5000]
[Daily Hospital Room and Board (Semi-private room rate)	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] not to exceed the daily semi-private room rate]
[Daily Intensive Care Unit	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] not to exceed the daily intensive care unit room rate]
[Hospital Confinement	[Variable e.g. Any amount from [$50 - $1000] per confinement, subject to a maximum up to[$100-$500] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment]not to exceed the daily intensive care unit room rate]
[Hospital Miscellaneous Expenses	[Variable e.g. Any amount from [$100 - $2500] per day, subject to a [5-30] day maximum per [Policy Year] [Calendar Year] or [Variable e.g. Any amount from $100 - $2500] per hospital stay.]
[Emergency Room and Supplies	[Variable e.g. Any amount from [$100 - $1000] per visit subject to a [1-4] visit maximum per [Policy Year] [Calendar Year] [Variable e.g. Any amount from $100 - $500] per visit per [Policy Year] [Calendar Year]]
[Ambulance	[Variable e.g. Any amount from [$25 - $1000] subject to a [$50-$1000] maximum per person per [Policy Year] [Calendar Year] [Variable e.g. Any amount from $50 - $500] per person per [Policy Year] [Calendar Year] .]
[Surgery Visit	[Variable e.g. Any amount from [$10 - $100] per visit, subject to a maximum up to [$50 - $500] per person per [Policy Year] [Calendar Year] [and subject to Co-Payment]
[Surgical Room and Supplies	[Variable e.g. Any amount from [$100 - $1000] per person per [Policy Year] [Calendar Year]
[Physiotherapy	[Variable e.g. Any amount from [$15 - $100] per person per visit subject to a maximum of [5-20] visits per [Policy Year] [Calendar Year]
[Chemotherapy	[Variable e.g. Any amount from [$50 - $500] per person per treatment, subject to a maximum of [20-90] treatments per [Policy Year] [Calendar Year]

[Outpatient Laboratory Tests and X-Rays	[Variable e.g. Any amount from [$10 - $100] per visit subject to a maximum up to [$25-$1000] per person per [Policy Year] [Calendar Year] or [Variable e.g. Any amount from $25 - $500] per Covered Accident [or Sickness]
[Home Health Care	[Variable e.g. Any amount from [$10 - $250] per visit, subject to a [2-10] visit maximum per person per [Policy Year] [Calendar Year], subject to a copayment of any amount from $10 to $40 per visit.
[Skilled Nursing Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Extended Care Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Rehabilitation Care Facility	[Variable e.g. Any amount from [$50 - $1000] per day, subject to a [5-30] day maximum per person per [Policy Year] [Calendar Year]
[Hospice Care	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [5-15] day maximum per [Policy Year] [Calendar Year]
[Mental Illness (Inpatient)	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [15-60] day maximum per [Policy Year] [Calendar Year].
[Substance Abuse (Inpatient)	[Variable e.g. Any amount from [$50 - $500] per day, subject to a [15-60] day maximum per [Policy Year] [Calendar Year]
[Dental	[Basic Care: [Variable e.g. Any amount from [$50 - $150]] [Major Care: [Variable e.g. Any amount from [$250 - $500]] [Orthodontia Care: [Variable e.g. Any amount from [$250 - $750]] [subject to a maximum up to [$500-$1500] per person per [Policy Year] [Calendar Year]]
[Vision	[Exam [Variable e.g. Any amount from [$25 - $100]] [Glasses[Variable e.g. Any amount from [$25 - $100]] [Contacts [Variable e.g. Any amount from [$25 - $100]] [subject to a maximum up to [$500-$1500] per person per [Policy Year] [Calendar Year]
[Prescription Drugs	Generic coverage: [Variable e.g. Any amount from [$5 - $25] Co-Payment, subject to a maximum up to [$50-$2000] per person per [Policy Year] [Calendar Year]]

[Brand Name Prescription Drugs with formulary	[Variable e.g. Any amount from [$5 - $100] Co-Payment, subject to a maximum up to [$50-$10,000] per person per [Policy Year] [Calendar Year]]
[Accidental Death & [Dismemberment] Benefit	Principal sum: [Variable e.g. Any amount from [$5000 - $100,000]
Time Period for Accident:	[Variable e.g. Any period from [30 – 180 days]
[Accidental Medical Expense Benefit	Total Maximum for all Accident Medical Expense Benefits [Variable e.g. Any amount from [$500 - $50,000]
[Deductible:	[Variable e.g. Any amount from [$0 - $100] per individual, [Variable e.g. Any amount from [$0 - $200] per family. [The Deductible is not applied to Covered Expenses incurred for Physician office visits. However, the Physician office visit is subject to a [Variable e.g. Any amount from $0 - $50] Co-Payment for each visit. The Co-Payment may not be used to satisfy the Deductible]
[Co-Payment:	[Variable e.g. Any amount from $0 - $50] per Physician office visit. The Co-Payment may not be used to satisfy the Deductible]
[Maximum Benefit Period	[Variable e.g. length of trip, Any period from 30 days to 1 year] from the date of the Covered Accident provided coverage remains inforce under the Policy]

[Additional Benefits]

DEFINITIONS

For the purposes of this Certificate the capitalized terms used herein are defined as follows:

[ACCIDENT means a sudden, unexpected event that results in Injury to the Covered Person or any Covered Dependent.]

[ACCIDENTAL DEATH and DISMEMBERMENT means an Injury to the Covered Person which results in any of the covered losses shown in the Policy and this Certificate, within the [Time Period for Loss [Variable, e.g. any period from 90 days to 365 days] as shown in schedule of benefits] from the date of the Covered Accident that caused the Injury.]

[ACTIVELY AT WORK means the Covered Person is present at his/her usual place of employment with the Policyholder, or is at another location as assigned or directed by the Policyholder, and is mentally and physically capable of performing the regular duties of the job for which he or she is employed. On any day that is not a Covered Person's regularly scheduled work day (vacation, personal days, and weekends/holidays) the Covered Person will be considered Actively at Work on such day provided he or she is not absent due to any type of leave and was Actively at Work on his/her last regularly scheduled work day. a Covered Person who usually performs the regular duties of his/her job at their home is considered Actively at Work if they meet all the above requirements and could work at the Policyholder's usual place of employment if required to do so.]

[ADDITIONAL BENEFITS mean any other benefit listed in the Schedule of Benefits.]

[ANNUAL RE-ENROLLMENT PERIOD means the period agreed upon by the Policyholder and Us when a Covered Person may enroll for this Benefit.]

BENEFIT PERIOD means the length of time the Covered Person's coverage is in force as shown in the Policy and Certificate, if applicable premiums have been paid.

CHEMOTHERAPY means Anti-Cancer drugs (as indicated in HCPCS books or an equivalent NDC code).

CHILDREN'S PREVENTATIVE HEALTH CARE – means physician delivered or physician supervised services for eligible dependents from birth through age eighteen (18), with periodic physical examinations including medical history, physical examination, developmental assessment, anticipatory guidance and appropriate immunizations and laboratory tests, in keeping with prevailing medical standards including twenty (20) visits at approximately the following age intervals: Birth; Two (2) weeks; Two (2) months; Four (4) months; Six (6) months; Nine (9) months; Twelve (12) months; Fifteen (15) months; Eighteen (18) months; Two (2) years; Three (3) years; Four (4) years; Five (5) years; Six (6) years; Eight (8) years; Ten (10) years; Twelve (12) years; Fourteen (14) years; Sixteen (16) years; and Eighteen (18) years.

Children's preventive health care services that are rendered during a periodic review shall only be covered to the extent that those services are provided by or under the supervision of a single physician during the course of one (1) visit.

Immunization services are exempt from any copayment, coinsurance, deductible, or dollar limit provisions. All other children's preventive health care services are subject to any applicable copayment, coinsurance, deductible, or dollar limit provisions in this policy.

[CO-PAYMENT means the out-of-pocket expenses to be paid by the Covered Person.]

[CONFINED OR CONFINEMENT means that the Covered Person is a registered bed patient in a Hospital and is charged room and board by the facility. He must be in the facility on the advice of a Physician and under the regular care and treatment of a Physician. The term "Inpatient" is the same as Confined under the Policy and this Certificate.

Confinement does not include treatment received in the Outpatient department of the facility. Outpatient treatment means service rendered for a period of less than 24 hours.]

CONTINUOUS COVERAGE means that period of time during which the Covered Person is continuously covered under one of the [Policyholder's] [Injury] [and Sickness] Plans, with no lapse in coverage between the Policy and this Certificate and the prior policies.

[COSMETIC and RECONSTRUCTIVE PROCEDURES and SERVICES means (1) procedures and related services that are performed to reshape structures of the body in order to alter a person's appearance; and (2) procedures and related services that are performed on structures of the body to improve/restore bodily functions or appearance resulting from disease, trauma, congenital or developmental anomalies or previous therapeutic processes.]

COVERED ACCIDENT means an Accident that occurs while coverage is in force for a Covered Person and results in a Covered Loss or Injury for which benefits are payable.

[COVERED DEPENDENT means a Dependent of the Covered Person meeting eligibility under the Policy and this Certificate and for whom the appropriate premium is paid when due.]

[COVERED EXPENSES means expenses actually incurred by or on behalf of a Covered Person for treatment, services and supplies covered by the Policy and this Certificate. Coverage under the Policyholder's Policy and this Certificate must remain continuously in force [from the date of the Accident] until the date treatment, services or supplies are received for them to be a Covered Expense. A Covered Expense is deemed to be incurred on the date such treatment, service or supply, that gave rise to the expense or the charge, was rendered or obtained.]

[COVERED LOSS or COVERED LOSSES means any benefit payable under the Policy and this Certificate, according to the Schedule of Benefits.]

COVERED PERSON eligible person who is within the covered class(es) listed in the Policy, [who is a U.S citizen residing in the United States, or if not a U.S. citizen, resides permanently in the United States], and for whom the required premium is paid when due.

[DEDUCTIBLE means the dollar amount of Covered Expenses that must be incurred by the Covered Person as an out-of-pocket expense for each benefit, as applicable, before Policy and Certificate benefits and/or other Additional Benefits paid on an indemnity basis are payable under the Policy and this Certificate.]

[DEPENDENT means a Covered Person's:

1) lawful spouse, if not legally separated or divorced, [or Domestic Partner].
2) unmarried children under age 19.
3) unmarried children at least 19 years of age but less than age 23 who are:
    a) not regularly employed on a full-time basis; and
    b) primarily dependent upon the Covered Person for support and maintenance; and
    c) enrolled as a full-time student at an accredited college, university or other institution of higher learning or a vocational or licensed technical school.

The age limitations will not apply to a Covered Person's unmarried child who is incapable of self-support due to a mental disability or physical handicap.

The term "child" as used herein means the Covered Person's natural child, adopted child (or child placed in the Covered Person's home for purposes of adoption), foster child, stepchild, or other child for whom the Covered Person has legal guardianship (proof will be required). A child must reside with the Covered Person in a parent-child relationship and be eligible to be claimed as an exemption on the Covered Person's federal income tax return. NOTE: In the event the Covered Person shares physical custody of the child with another parent, the requirement that the child reside with the Covered Person will be waived.]

[DOMESTIC PARTNER means an opposite or same sex partner who, for at least [12] consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the Domestic Partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the Domestic Partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other Domestic Partner. The Company requires proof of the Domestic Partner relationship in the form of a signed and completed affidavit of domestic partnership.]

[ELECTIVE SURGERY/ELECTIVE TREATMENT means any surgery or treatment that is not Medically Necessary, including any service, treatment, or supply that is deemed by us to be research or experimental; or is not recognized as generally accepted medical practice in the United States. Elective Surgery and Elective Treatment do not include any procedures deemed a Medical Necessity. Elective Surgery does not mean a Cosmetic Procedure required to correct an Injury for which benefits are otherwise payable under the Policy and this Certificate.

Elective Surgery and Elective Treatment includes but is not limited to [surgery and/or treatment for [acne;] [acupuncture;] [allergy and allergy vials, including allergy testing;] [bio-feedback type services;] [birth control;] [breast implants;] [breast reduction;] [circumcision;] [corns, calluses and bunions;] [cosmetic procedures, except cosmetic surgery required to correct an Injury for which benefits are otherwise payable under this Policy, and except for cosmetic surgery required to correct a covered Injury or infection or other diseases of the involved part and reconstructive surgery because of congenital disease or anomaly of a covered newborn child for which benefits are otherwise payable under this Policy;] [deviated nasal septum, including submucous resection and/or other surgical correction;] [family planning;] [fertility tests;] [hair growth or removal;] [impotence, organic or otherwise; infertility (male or female), including any services or supplies rendered for the purpose or with the intent of inducing conception;] [learning disabilities;] [nonmalignant warts, moles and lesions;] [obesity and any condition resulting therefrom (including hernia or any kind), except for the treatment of an underlying covered Sickness;] [premarital examinations;] [preventive medicines or vaccines, except where required for the treatment of a covered Injury;] [sexual reassignment surgery;] [skeletal irregularities of one or both jaws, including orthognathia and mandibular retrognathia;] [tubal ligation;] [vasectomy;] and [weight loss or reduction].]

[EXTENDED CARE FACILITY means an institution operating pursuant to applicable laws, that is engaged in providing, for a fee, inpatient skilled nursing care and related services under the supervision of a Physician and registered nurses. It must have facilities for 10 or more inpatients and maintain medical records of all its patients.]

[HOME HEALTH CARE means nursing care, treatment and Daily Living Services provided in the Covered Person's home as part of an over all extended treatment plan. To qualify for Home Health Care Benefits:

1) the Home Health Care plan must be established and approved by the attending Physician, including certification that confinement in a Hospital or Extended Care Facility would be required if it were not for Home Health Care;
2) nursing care and treatment must be provided by a Hospital certified to provide Home Health Care services or by a certified home health care agency and nursing service; and
3) Daily Living Services must be provided by the attending Physician or by the provider of the nursing care service.]

[Daily Living Services are cooking, feeding, bathing, dressing and personal hygiene services that are necessary to a person's care and health.]

[**HOSPICE** means a comprehensive package of services that are:
1) Provided by health-care providers who are Medicare certified and have a current state hospice license.
2) Offered as palliative care support to an individual who has a medical prognosis with a life expectancy or 6 months or less and his/her family.
3) Provided in the home or a facility.
4) Focused on holistic support and relieving pain and other symptoms during the terminal illness.]

[HOSPITAL means an institution that:
1) operates as a Hospital pursuant to law for the care, treatment and providing in-patient services for sick or injured persons;
2) provides 24-hour nursing service by registered nurses on duty or call;
3) has a staff of one or more licensed Physicians available at all times;
4) provides organized facilities for diagnosis, treatment and surgery, either
   a) on its premises; or
   b) in facilities available to it, on a pre-arranged basis;
5) is not primarily a nursing care facility, rest home, convalescent home or similar establishment, or any separate ward, wing or section of a Hospital used as such; and
6) is not a place for drug addicts, alcoholics or the aged.

We will not deny a claim for services rendered in any one of the following Hospitals solely because the Hospital lacks major surgical facilities and is primarily of a rehabilitative nature, if such rehabilitation is specifically for the treatment of a physical disability:
1) the Joint commission of Accreditation of Hospitals; or
2) the American Osteopathic Association; or
3) the Commission on the Accreditation of Rehabilitative Facilities.]

[HOSPITAL CONFINED means a stay of [24] or more consecutive hours as a registered resident bed-patient in a Hospital.]

[IMMEDIATE FAMILY means the Covered Person's parent, grandparent, spouse, child(ren) (includes legally adopted or step child(ren), brother, sister, [step-child(ren), grandchild(ren), or in-laws].]

INJURY means bodily injury caused by the direct result of an accident occurring while the Policy and this Certificate is in force as to the person whose injury is the basis of the claim which results directly and independently of all other causes in a Covered loss. All injuries, related conditions and recurrent symptons, sustained by one person in any one accident are considered a single injury.

INSURED means the Policyholder shown on the face page of the Policy and this Certificate and in the Schedule of Benefits.

INTENSIVE CARE means: 1) a specifically designated facility of the Hospital that provides the highest level of medical care; and 2) which is restricted to those patients who are critically ill or injured. Such facility must be separate and apart from the surgical recovery room and from rooms, beds and wards customarily used for patient confinement. They must be: 1) permanently equipped with special life-saving equipment for the care of the critically ill or injured; and 2) under constant and continuous observation by nursing staffs assigned on a full-time basis, exclusively to the Intensive Care Unit.
Intensive Care does not mean any of these step-down units:
1) Progressive care;
2) Sub-acute intensive care;
3) Intermediate care units;
4) Private monitored rooms;
5) Observation units; or
6) Other facilities which do not meet the standards for Intensive Care.

[LICENSED THERAPIST means a physical therapist, occupational therapist, respiratory therapist, physiotherapist, chiropractor, osteopath, certified athletic trainer, speech pathologist, or audiologist who is licensed in the state where the care is rendered.]

[LIFE STATUS CHANGE means an event recognized by the Policyholder and Us that qualifies the Covered Person to make changes in coverage at a time other than an Annual Re-Enrollment Period. The following events are considered Life Status Changes.

1) marriage;
2) divorce, annulment or legal separation;
3) birth or adoption of a child;
4) change in a Dependent child's eligibility;
5) death of a spouse;
6) a change in the benefit plan or employment status of a Covered Person's spouse that affects either person's eligibility for benefits.]

MAXIMUM BENEFIT/PERIOD means the maximum amount payable for expenses incurred by a Covered Person for any one [one Injury] [or Sickness] [per [Policy Year] [Calendar Year].

MEDICAL EMERGENCY means the occurrence of a sudden, serious and unexpected [Sickness] [or Injury]. In the absence of immediate medical attention, a reasonable person could believe this condition would result in death, permanent placement of the Covered Person's health in jeopardy, serious impairment of bodily functions or serious and permanent dysfunction of any body organ or part. Expenses incurred for a medical emergency will be paid only for [Sickness] [or Injury] which fulfills the above conditions. These expenses will not be paid for minor injuries or minor sicknesses.

MEDICALLY NECESSARY means care which a Physician has determined to be certifiably essential for the diagnosis or treatment of a [Sickness] [or Injury]. This determination must be based on objective results produced by an examination of the Covered Person's demonstrable symptoms. The Physician's treatment plan may be reviewed by an impartial third party whose determination will be binding on us and the Covered Person. The treatment, service or supply must be 1)required to treat an [Sickness] or [Injury] ; 2) prescribed or ordered by a Physician or furnished by a Hospital; 3)performed in the least costly setting required by your condition; 4)consistent with the medical and surgical practices prevailing in the area for treatment of the condition at the time rendered.

[The purchasing or renting air conditioners; air purifiers, motorized transportation equipment, escalators or elevators in private homes, swimming pools or supplies for them; and general exercise equipment are not considered Medically Necessary.]

[A service or supply may not be Medically Necessary if a less intensive or more appropriate diagnostic or treatment alternative could have been used. We may, at Our discretion, consider the cost of the alternative to be the Covered Expense.]

[MENTAL ILLNESS or NERVOUS DISORDERS means any disorder specified in the diagnostic and statistical manual of mental disorders, forth edition (DSM-IV, 1995) or revised versions, of the American Psychiatric Association. This will not include conditions not attributable to a mental disorder that are a focus of attention or treatment (DSM-IV, V Codes).]

[NEWBORN INFANT means any child born of a Covered Person while that person is Covered under this Policy. Newborn infants will be covered under the Group Policy for the first 90 days after birth. Coverage for such a child will be for Injury or Sickness, including medically diagnosed congenital defects, premature birth; benefits will be the same as the Covered Person.

The Covered Person will have the right to continue such coverage for the child beyond the first 90 days. To continue the coverage the Covered Person must, within the 90 days after the child's birth: 1) apply to us; and 2) pay the required additional premium for the continued coverage. If the Covered Person does not use this right as stated here, all coverage as to that child will terminate at the end of the first 90 days after the child's birth.]

[NURSE means Registered Graduate Nurse (R.N.), Licensed Practical Nurse (L.P.N.), or Licensed Vocation Nurse (L.V.N.). He may not be the Covered Person or a member of his Immediate Family.]

ORGAN AND TISSUE TRANSPLANTS mean Medically Necessary adult and pediatric human organ and tissue transplants: [(a) Bone marrow/peripheral stem cell, including High Dose Chemotherapy; (b) Heart; (c) Heart/Lung; (d) Lung; (e) Liver; (f) Pancreas; (g) Kidney/Pancreas; (h) Small Bowel; and (i) Kidney.]

OUTPATIENT means expenses incurred for Medically Necessary services received other than as Confined.

[PARTICIPATING ORGANIZATION means a [college, university or other educational] sponsor that has endorsed or offered the insurance provided by the Policy and this Certificate to its membership or [students].]

[PHYSICIAN means a person who is a qualified doctor of medicine or dental practitioner As such, he or she must be acting within the scope of his/her license under the laws in the state in which he or she practices and providing only those medical services which are within the scope of his/her license or certificate. It does not include a Covered Person, a Covered Person's spouse, son, daughter, father, mother, brother or sister or other relative.]

[PHYSIOTHERAPY means any form of the following: physical or mechanical therapy; diathermy; ultra-sonic therapy; heat treatment in any form; manipulation or massage; speech or occupational therapy; pulmonary or cardiac rehabilitation therapy administered by a Physician.]

POLICY means the contract issued to the Policyholder providing the benefits described.

POLICYHOLDER means the legal entity in whose name this Policy is issued, as shown on the Schedule of Benefits.

[POLICY YEAR] [CALENDAR YEAR] means the period of time starting with the Effective Date of the Policy and this Certificate through [the termination date of the Policy and this Certificate] as shown on the Schedule of Benefits. The [Policy Year] [Calendar Year] is agreed to by the Policyholder and the Company.]

[PREEXISTING CONDITION is a [twelve month] [eighteen months for late enrollee] time period for conditions for which medical advice, diagnosis, care, or treatment was received or recommended within the [six month] period immediately preceding the effective date of the person's coverage, for which no benefits will be paid without submission of a creditable coverage certification.]

[PREGNANCY/COMPLICATIONS means a pregnancy resulting from conception that occurred after the Covered Person's Effective Date of Coverage.]

[PRESCRIPTION DRUGS means any Medically Necessary drugs that, under the applicable state or federal law, may be dispensed only upon written prescription of a Physician; and injectable insulin.]

> **BRAND NAME** means prescription drugs , which must meet FDA requirements and on which the trade name or brand name is protected by a patent so that it can only be produced by one manufacturer for a period of time.

GENERIC means prescription drugs for which a patent has expires, allowing another manufacturer to produce the drug. The generic must meet the same FDA requirements as the equivilent brand name drugs, with the same standards for safety, effectiveness, purity and strength and provide substantially the same therapeutic effect as the brand name drug.

[REHABILITATION CARE FACILITY means an institution licensed as a "Rehabilitation Hospital" by the laws of the state where it is located, and which:

1) is operated within the scope of its license;
2) provides 24-hour-a-day nursing care furnished or supervised by graduate Registered Nurses;
3) maintain daily clinical records on each patient;
4) has the services of a Physician available at all times under an established agreement;
5) uses appropriate methods to dispense and administer drugs and medicines;
6) has transfer arrangements with at least one Hospital;
7) has a utilization review plan in effect; and
8) has treatment policies developed with the advice of, and reviewed by, a group of professionals who are specialists in the care and treatment provided by the institution.]

[SICKNESS means an illness, [or] disease [, or trauma related disorder due to Injury] which [first manifests][or causes a loss] [while the Policy and this Certificate is in force and which] results in Covered Medical Expenses. All related conditions and recurrent symptoms of the same or a similar condition will be considered the same Sickness. It also includes [Pregnancy and] Complications of Pregnancy.]

[SKILLED NURSING FACILITY means an institution which meets all of the following requirements:

1) it must be operated pursuant to law;
2) it must be primarily engaged in providing in addition to room and board accommodations, Skilled Nursing Services under a licensed Physician's supervision;
3) registered or licensed practical nurses must supervise 24 hours a day;
4) a daily record for each patient must be maintained.

This definition does not include a:

1) rest home or similar facility;
2) home or facility for the aged;
3) home or facility for drug addicts or alcoholics;
4) home or facility for care or treatment of mental diseases or disorders; or
5) home or facility for custodial or educational care.**]**

[USUAL AND CUSTOMARY CHARGES means the lesser of: 1) the actual charge; 2) what the provider would accept for the same service or supply in the absence of insurance; or 3) the reasonable charge as determined by the Company, based on factors such as: a) the most common charge for the same or comparable service or supply in a community similar to where the service or supply is furnished; b) the amount of resources expended to deliver the treatment rendered; c) charging protocols and billing practices generally accepted by the medical community or specialty groups; or d) inflation trends by geographic region. No payment will be made under the Group Policy and this Certificate for any expenses incurred which in the judgment of the Company are in excess of Usual and Customary Charges.]

WE, OUR, US means the Insurance Company underwriting this insurance.

YOU, YOUR, YOURS means the Covered Person who meets the eligibility requirements of the Policy and this Certificate and whose insurance under the Policy is in force. When used in the Policy and this Certificate the following words and phrases have the meaning given. The use of any personal pronoun includes both genders.

ELIGIBILITY PROVISION

[Eligibility: Each person who belongs to one of the "Classes of Persons To Be Covered" as set forth in the Policyholder Application and shown in the Schedule of Benefits, is eligible to be Covered under the Group Policy provided that he or she: 1) has no hospital, major medical, group health, governmental, or medical insurance coverage in force that will not terminate prior to the Effective Date; and 2) will be under age sixty-five (65) on the Termination Date. [Foreign visitors, non-US citizens or persons traveling outside the United States of America are not eligible for coverage.] [All applicants must be permanent U.S residents (in the U.S. for 12 months or more) or Green Cardholders.] Any false statement, material misstatement or omission of information in the individual enrollment application will be considered a misrepresentation and may be the basis of claim denial or later rescission of coverage issued on the basis of the information given. Such claim denial or rescission and termination of coverage will apply to the Covered Person and his covered Dependents without liability to the Company.

If Dependents are eligible for coverage under the Policy and this Certificate, the eligibility date for such Dependents of the Covered Person shall be determined in accordance with the following:

1) If a Covered Person has Dependents on the date he or she is eligible for insurance; or
2) If a Covered Person acquires a Dependent after the Effective Date, such Dependent becomes eligible:
   - On the date the Covered Person marries the Dependent; or
   - On the date the Covered Person acquires a dependent child who is within the limits of a dependent, unmarried child set forth in the "Definitions" section of the Group Policy and this Certificate.

Dependent eligibility expires concurrently with that of the Covered Person.

Eligible persons may be Covered under the Group Policy subject to the following:

1) Payment of premium as set forth on the Group Policy application; and,
2) Application to the Company for such coverage.]

Covered Person's Effective Date

{Text for Non-Contributory Plan}

A Covered Person's coverage under the Policy and this Certificate begins on the later of:

1) the Policy Effective Date; or
[2) the first day of the [Policy Year] [Calendar Year]]
3) the date such person becomes eligible, subject to any required waiting period, as described in the Schedule of Benefits .

[Text for Voluntary or Contributory Plan]
[If the Covered Person is required to contribute to the cost of this insurance, the insurance is effective on the latest of the following dates:

1) the Policy Effective Date;
2) the date the Covered Person is first eligible;
3) the first date of the [Policy Year] [Calendar Year] ;
4) the date We receive the completed enrollment form;
5) the date the required premium is paid; or
6) the date payroll/account deduction is authorized for this insurance.]

{Text will be included if coverage is voluntary, enrollment is limited to a fixed time period, and changes are allowed on the basis of family status or only during Annual Enrollment periods.}

[Insurance for the Covered Person [or Eligible Dependents who enroll during the enrollment period/within 31 days after he or she becomes eligible/or within 31 days after a Life Status Change] becomes effective on the latest of the following dates:

1) the Policy Effective Date;
2) the date the Covered Person [or his/her Dependent) is first eligible;
3) the first date of the [Policy Year] [Calendar Year] ;
4) the date We receive the completed enrollment form;
5) the date the required premium is paid; or
6) the date payroll/account deduction is authorized for this insurance.]

[Newborn Children Coverage: We will pay benefits for a newborn child of a Covered Person from the moment of birth. The Covered Person must give Us notice within [90] days of the birth of the child. If notice is not given within [90] days, coverage for the newborn child will terminate.]

[Newborn Adopted Children Coverage**:** In the case of adoption of a newborn child, coverage will be on the same basis as a newborn child if a written agreement to adopt such child has been entered into by the Covered Person prior to the birth of the child, whether or not such agreement is enforceable.]

[Adopted Children Coverage: Coverage for an adopted child, other than a newborn, will begin from the date of placement in the Covered Person's home. A notice of placement for adoption must be submitted to Us. If notice is not given within [90] days, coverage for the adopted child will terminate.]

[Court Ordered Custody: A child placed in court-ordered custody, including a foster child will be covered on the same basis as an adopted child.]

[A Covered Person must be Actively at Work as of his/her effective date of coverage. If on the date coverage under the Policy and this Certificate would otherwise take effect, the Covered Person is not Actively at Work, his/her effective date of coverage will be deferred until the day the Covered Person returns to work, unless he or she was previously Covered Person under the Policyholder's prior policy which the Policy and this Certificate replaces in whole or in part on the day before the Policy Effective Date.]

{This text will be included if a deferred effective date applies.}

[Deferred Effective Date
If the Covered Person or Covered Dependent if applicable, is not Actively at Work on the date coverage would otherwise be effective, Coverage will be effective on the date he or she returns to an Actively at Work status. A Covered Dependent's insurance will not be in effect prior to the date a Covered Person is covered.]

[PREMIUM

The Company provides insurance in return for premium payments. The premium showed in the Schedule of Benefits is payable to the Company in the manner described in the schedule and is based on rates currently in force, the plan, and the amount of insurance in force. Premium is due on the Policy Effective Date. After that premium will be due monthly unless otherwise stated in the Policy.

The Company has the right to rely upon the accuracy of the Policyholder's calculations and to require the Policyholder to furnish a census from time to time but not more than twice in a 12-month period. If, at any time, it is determined that additional premium or a premium credit is due, the Policyholder will pay the additional premium or apply the premium credit at the next premium due date.

If any premium payment is not paid when due, the Policy will be cancelled as of the premium due date, except as provided under the Grace Period section.

Changes in Premium Rate
The Company may change the premium rates from time to time with at least [31 days] advanced written or authorized electronic notice. [No change in rates will be made until [12 months] after the Policy Effective Date.]

[An increase in rates will not be made more than once in a [12 month] period].] However, the Company reserves the right to change rates at any time if any of the following events occur:

1) A change in the terms of the Policy.
2) A subsidiary, division, affiliated organization or eligible class is added or deleted to the Policy.
3) A change in any federal or state law or regulation affecting the Policy and this Certificate and our benefit obligation
4) A change in the factors bearing on the risk assumed
5) A misrepresentation in the information relied on in establishing the rate for the Policy and this Certificate
6) [A change in the experience rating.]

If an increase or decrease in rates takes place on a date that is not a Premium Due Date, a prorated adjustment will apply from the date of the change to the next Premium Due Date.]

[Grace Period

After the payment of the first premium, the Policy and this Certificate will have a [31] day grace period. This means that if premium is not paid on or before the date it is due, it may be paid during the [31] day grace period. During this time, the Policy and this Certificate will stay in force provided the Policyholder pays all the premiums due by the last day of the grace period. The Policy and this Certificate will terminate on the last day of the period for which all premiums have been paid if the Policyholder fails to pay all premiums due by the last day of the grace period.]

TERMINATION DATE OF INSURANCE

[Policy Termination Date

Termination takes effect at 12:01 A.M. time at the address of the Policyholder on the date of termination. Termination by the Policyholder or by the Company will be without prejudice to any claims originating prior to the date of termination.

If the Policy and this Certificate terminates due to non-payment of premium, it may be reinstated if mutually agreed upon, in writing, by the Policyholder and the Company. Written request for reinstatement must be made to the Company within 60 days of the termination date. All required premiums must be paid prior to reinstatement.

The Policy and this Certificate terminates automatically on the earlier of:

1) The Policy Termination Date shown in the Policy and this Certificate; or
2) The premium due date if premiums are not paid when due subject to the grace period provided in the section of the Policy and this Certificate entitled Premium.

Failure by the Policyholder to pay all required premiums due by the last day of the grace period shall be deemed notice by the Policyholder to the Company to terminate the Policy and this Certificate on the last day of the period for which premiums have been paid.

The Policy and this Certificate may be terminated by the Policyholder or the Company as of any premium due date or Policy Anniversary Date by giving written notice to the other at least 31 days prior to such date.

The Policyholder and the Company may terminate the Policy and this Certificate at any time by written mutual consent.

If premiums have been paid beyond the termination date, the Company will refund the excess; or if premiums have been paid short of the termination date, the Policyholder will owe the Company the difference.]

Covered Person's Termination Date

A Covered Person's coverage under the Policy and this Certificate ends on the earliest of:
1) The date the Policy terminates;
2) The date the Covered Person requests, in writing, that his/her coverage be terminated;
3) [The date the Covered Person enters full-time active duty in the armed forces of any country or international authority;]
4) The date the Covered Person ceases to be eligible as described in the Policy and this Certificate provided all required premiums are paid; or
5) The last day of the period for which premiums have been paid; or
6) The date the Covered Person is no longer Actively at Work, provided all required premiums are paid, unless otherwise provided below.

[If a Covered Person ceases to be Actively at Work due to an authorized family or medical leave, coverage may be continued for the full period of the leave not to exceed 12 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

[If a Covered Person ceases to be Actively at Work due to a temporary layoff or leave of absence (for other than family or medical reasons), coverage may be continued for the full period of the layoff or leave of absence, as agreed to in advance and in writing by the Policyholder, not to exceed 3 months from the date the Covered Person was last Actively at Work. All required premiums must continue to be paid when due.]

Any continuation of coverage must be based on rules that preclude individual selection and is subject to the Policy and this Certificate remaining in force.

Covered Dependent's Termination Date

A Covered Dependent's coverage under the Policy and this Certificate ends on the earliest of:
1) The date this Policy terminates; or
2) The date the Covered Person's coverage ends; or
3) The date the Covered Dependent is no longer a Dependent; or
4) The last day of the period for which premiums have been paid.

[CONTINUATION RIGHTS UNDER COBRA

If Your Employer is subject to the requirements of the Consolidated Omnibus Budget Reconciliation Act of 1985 (COBRA), as amended, a Covered Person may be eligible to continue coverage. The Employer is responsible for meeting all of the obligations under COBRA, including notifying all covered Persons and Dependents of their rights under COBRA. If the Employer fails to meet its obligations under COBRA, We will not be liable for any claims incurred by You or any of Your covered Dependents after termination of coverage. This continuation does not apply to any Life Insurance, Accidental Death and Dismemberment, or Weekly Income Benefits.]

[STATE CONTINUATION OF COVERAGE

When Your medical coverage terminates, You may be eligible to have Your coverage continued under the Policy, for You and Your then covered Dependents, under state law.

State Continuation, if available, applies to Covered Persons when coverage terminates due to termination of employment, or for Dependents, when their coverage terminates due to the death of the Covered Person, or divorce.

In order to continue coverage, the Covered Person must have been continuously covered under this Certificate (or any similar group contract it replaced) for at least 3 consecutive months immediately prior to termination of coverage. The maximum period of Continuation Coverage is 6 months.

Continuation will not be available for any Covered Person who is or could be covered by Medicare or any other insured or uninsured arrangement which provides hospital, surgical or major medical coverage for individuals in a group and under which the Covered Person was not covered immediately prior to termination of coverage.

A Dependent may continue coverage only if the Covered Person continues coverage, except in the case of the Covered Person's death or divorce. In the case of death or divorce, Dependent Children may continue coverage only if the Covered Person's covered spouse continues coverage. In order for Dependent Children to continue coverage, they must continue to meet the definition of Eligible Dependent.

Continuation may not include dental or any other benefits provided under the Group Policy in addition to its hospital, surgical or major medical benefits, but continuation shall include maternity benefits as provided in this Certificate.

To continue coverage, the Covered Person must complete and return an application to Us, along with any required premium payment, within 31 days of the date coverage terminated.

If a Covered Person is pregnant on the date coverage terminates, such person is eligible to continue medical coverage for:
1) the rest of the month in which insurance stops; plus
2) a period of up to 6 months after the pregnancy stops.

Covered Persons and covered Dependents are <u>not</u> entitled to Continuation Coverage if:
1) the coverage terminated for failure to pay timely premiums;
2) the person is or could be covered by Medicare;
3) the person is or could be covered by an insured or uninsured arrangement which provides hospital, surgical or major medical coverage; or
4) the Group Policy terminates.

Continuation Coverage under state law terminates upon the earliest of the following:
1) 9 months after coverage would otherwise have terminated;
2) the end of the period for which contributions are made, if premiums are not paid on time;
3) the date a Covered Person is or could be covered by Medicare or any other insured or uninsured arrangement that provides for hospital, surgical or major medical benefits;
4) the date on which the Group Policy is terminated;
5) the date the Employer terminates participation under the Group Policy. If this condition applies and the coverage ceasing, by reason of termination, is replaced by similar coverage under another group policy, then:
    a) The Covered Person shall have the right to become covered under the other group policy for the balance of the period that the Covered Person would have remained covered under this Certificate in accordance to the provisions of this section;
    b) The minimum level of benefits to be provided by the other group policy shall be the applicable level of benefits of the Group Policy reduced by any benefits payable under the Group Policy; and
    c) The Group Policy shall continue to provide benefits to the extent of its accrued liabilities and extensions of benefits as if the replacement had not occurred.]

[COORDINATION AMONG CONTINUATION RIGHTS

A Covered Person may be eligible to continue his or her coverage under COBRA and a State Continuation provision at the same time. If a Covered Person elects to continue his or her coverage under both COBRA and a State Continuation, the continuation periods:

1) start at the same time;
2) run concurrently; and
3) end independently on their own terms.

While covered under more than one Continuation right, the Covered Person:

1) will not be entitled to duplicate benefits; and
2) will not be subject to the premium requirements of more than one provision at the same time.

At the end of all continuation periods, You and Your covered Dependents may exercise the medical Conversion right.

In order to continue Your coverage, You must request such continuation in writing within thirty-one (31) days of the date coverage would otherwise terminate and You must pay to the Group Policyholder, on a monthly basis, the amount of contribution required to continue the coverage. Such premium contribution shall not be more than the group rate of the insurance being continued on the due date of each payment; but, if any benefits are omitted as allowed, such premium contribution shall be reduced accordingly. Your written request for continuation, together with the first required premium contribution, must be given to the Group Policyholder within thirty-one (31) days of the date the coverage would otherwise terminate. The Group Policyholder shall notify You no later than the date on which coverage would otherwise terminate.]

[CONTINUATION OF COVERAGE DURING FAMILY AND MEDICAL LEAVE

If Your Employer is subject to the requirements of The Family and Medical Leave Act of 1993 (FMLA), You may be eligible to continue health coverage during a family leave. Consult Your Employer for details.]

[CONTINUATION OF INSURANCE

{Continuation of Insurance provisions are optional at the case or class level.}

[Insurance for a Dependent may be continued if insurance would otherwise end because of the death of a Covered Person.

In this event, to continue insurance a Dependent must:

1) submit a written (or authorized electronic/telephonic) request for continued insurance within [31 days] of the Covered Person's death;
2) meet all other eligibility requirements[; and]
3) [pay the required premium.]

This insurance will end on the first of the following dates to occur:

1) the Dependent is no longer eligible, except for the death of the Covered Person;
2) [the required premium is not paid][; or]
3) [the end of the Maximum Benefit Period shown for this benefit.]

{The following Continuation of Insurance provision may be included in lieu of the Reinstatement of Insurance and Portability provisions}

[If the Covered Person's Active Service ends due to [a layoff, an Employer approved leave of absence or an Employer approved family medical leave] coverage for [a Covered Person and his or her covered Dependents] will continue, if the required premium is paid, until the earliest of the following dates:

1) the end of the Maximum Benefit Period shown for this benefit;
2) the date the Covered Person fails to return to work as required by his or her Employer; or
3) the date the Covered Person and any Covered Dependents are no longer eligible.]

[If the Covered Person's Active Service ends because he or she is on active duty in the armed forces, insurance will continue for [a Covered Person and his or her Covered Dependents], if the required premium is paid, until the earlier of the following dates:

1) the end of the Maximum Benefit Period shown for this benefit;
2) the date the Covered Person fails to return to work as set forth in the Uniform Services Employment and Reemployment Rights Act of 1992, and as may be later amended.]

[Any change in benefits that occurs during a period of continuation will apply on the date the Covered Person returns to Active Service.]

{This provision is optional on the case or class level.}

[PORTABILITY OPTION

If the Covered Person's [employment / membership] with the Policyholder ends prior to age [60], he or she may continue insurance [up to the Maximum Benefit shown in the Schedule of Benefits]. To continue insurance, the Covered Person must [submit a request for insurance and] pay the required premium. If a Covered Person does not continue insurance [within 31 days after employment / membership ends], he or she may not elect to continue coverage at a later date. A Covered Person who continues insurance in this manner will become a Former Covered Person.

[If a Covered Person continues coverage, he or she may also continue coverage for a Dependent if they are covered under the Policy on the date coverage would otherwise end. If a Former Covered Person later acquires a Dependent, he or she may elect coverage for them by [submitting a request for insurance and] paying the required premium.]

Coverage will be effective [on the date we receive the required premium payment]. It will end on the [earliest of the following dates.

1) [The date We cancel coverage for all members of the Covered Person class.]
2) The end of the period for which premiums are paid.
3) [The date the Covered Person is age [65.]
4) [The date the Maximum Benefit Period for this benefit ends.]

[Coverage for a Dependent will end on the [earliest of the following dates.

1) The date We cancel coverage for all Dependents of the Covered Person's class.
2) [When the Covered Person‘s coverage ends.]
3) [The date the Maximum Benefit Period for this benefit ends.]
4) The date he or she no longer qualifies as a Dependent.]

[This provision is optional on the case or class level.)]

[CONVERSION PRIVILEGE

If a Covered Person's insurance or any portion of it ends for a reason other than the non-payment of premium, [age, the termination of the Policy or termination of coverage for the Covered Person's class], he or she may apply for conversion insurance.

The Covered Person may choose any type of Limited Benefit Indemnity insurance We have available for persons of his or her age in the amount applied for, except:

1) he or she may not apply for an amount greater than the coverage in force under the Policy less the amount of any other group Limited Benefit Indemnity insurance for which he or she becomes eligible within [31 days] after the date coverage under the Policy ends; and
2) the conversion insurance will only contain Limited Benefit Indemnity benefits.

The Covered Person must apply for conversion insurance within [31 days] after his or her coverage under the Policy ends. Premiums will be based on the table of rates in force at that time for such policies based on the Covered Person's age and class of risk.

The Covered Person will not be required to provide evidence of insurability.

[If the Covered Person dies within the [31 day] period for conversion as the result of a covered benefit, We will pay the benefit he or she would have been entitled to convert. The policy will only contain Limited Benefit Indemnity Benefits.]

[If the Covered Person's coverage ends because the Policy is terminated or coverage for the Covered Person's class ends, he or she may apply for conversion insurance. However, the amount of insurance he or she may apply for will be limited to the amount of insurance in force under the Policy.]

DESCRIPTION OF COVERAGE

Medical Expense Benefits

Benefits are payable for Covered Medical Expenses (see "Schedule of Benefits") less any Deductible incurred by or for a Covered Person for loss due to Injury or Sickness subject to: a) the Maximum Benefit for all services; b) the maximum amount for specific services; both as set forth in the Schedule of Benefits; and c) any coinsurance set forth in the Schedule of Benefits or any endorsement hereto. The total payable for all Covered Medical Expenses shall never exceed the Maximum Benefit stated in the Schedule of Benefits.

Read the "Definitions" section and the "Exclusions and Limitations" section carefully.

No benefits will be paid [for services designated as "No Benefits" in the Schedule of Benefits or] for any matter described in "Exclusions and Limitations."

If a Benefit is designated, Covered Medical Expenses include:
[1) Room and Board Expense]
[2) Intensive Care Hospital Expense]

[3] **Hospital Miscellaneous Expenses:** 1) while Hospital Confined. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests; X-ray examinations; anesthesia; drugs (excluding take home drugs) or medicines; therapeutic services; and supplies and general nursing care provided and charged by the Hospital. In computing the number of days payable under this benefit, the date of admission will be counted, but not the date of discharge.]

(4) **Physiotherapy (Inpatient):** See Schedule of Benefits.

[5] **Surgery:** Physician's fees for inpatient surgery. If two or more procedures are performed through the same incision or in immediate succession at the same operative session; the maximum amount paid will not exceed the benefit for the one of such procedures for which the largest benefit is payable.]

[6] **Anesthetist Services:** in connection with inpatient surgery.]

[7] **Registered Nurse's Services:** 1) private duty nursing care only; 2) while Hospital Confined; 3) ordered by a Physician; and 4) a Medical Necessity.]

[8] **Physician's Visits:** Benefits are limited to one visit per day, excluding Physiotherapy visits.]

[9] **Pre-admission Testing:** limited to routine tests such as: complete blood count; urinalysis; and chest X-rays. If otherwise payable under the Group Policy and this Certificate, major diagnostic procedures such as: cat-scans; NMR's; and blood chemistries. This benefit is payable within 7 working days prior to admission.]

[10] **Physician's Surgical Expenses:** Physician's fees for outpatient surgery.]

[11] **Outpatient Surgery Facility Charge** in connection with outpatient day surgery. Benefits will be paid for services and supplies such as: the cost of the operating room; laboratory tests and X-ray examinations, including professional fees; anesthesia; drugs or medicines; and supplies. Outpatient surgery miscellaneous benefits are not payable for non-scheduled surgery; and surgery performed in a Hospital emergency room; trauma center; Physician's office; or clinic.]

[12] **Anesthetist:** in connection with surgery.]

[13] **Physiotherapy (Outpatient):** benefits are limited to one visit per day.]

[14] **Emergency Room and Supplies:** only in connection with a Medical Emergency as defined. Benefits will be paid for the use of the emergency room and supplies.]

[15] **Diagnostic X-ray Services (Outpatient):** if so noted in the Schedule of Benefits, separate maximums apply to positive and negative X-rays. Diagnostic X-rays are only those procedures identified in Physicians' Current Procedural Terminology (CPT).]

[16] **Radiation Therapy (Outpatient).]**

[17] **Laboratory Procedures (Outpatient):** Laboratory Procedures are only those procedures identified in Physicians' Current Procedural Terminology (CPT).]

[18] **Tests and Procedures (Outpatient):** 1) diagnostic services and medical procedures; 2) performed by a Physician; 3) excluding Physician's Visits; Physiotherapy; X-Rays; and laboratory procedures.]

[19] **Injections (Outpatient):** 1) when administered in the Physician's office; and 2) charged on the Physician's statement.]

[20] **Chemotherapy (Outpatient):** See Schedule of Benefits.]

[21] **Prescription Drugs (Outpatient):** See Schedule of Benefits.]

[22] **Ambulance Services.]**

[23] **Durable Medical Equipment:** 1) when prescribed by a Physician; and 2) a written prescription accompanies the claim when submitted. Replacements are never covered. Durable medical equipment includes equipment that: 1) is primarily and customarily used to serve a medical purpose; 2) can withstand repeated use; and 3) generally is not useful to a person in the absence of Injury or Sickness. No benefits will be paid for rental charges in excess of purchase price.]

[24] **Consultant Physician Fees:** when requested and approved by the attending Physician.]

[25] **Wellness Benefits:** annual routine exam or well child care, under supervision of single Physician during visit. Wellness benefits include 1) history and physical exam; 2) Pap test, colorectal screening, prostate cancer screening, mammography, and bone density screening.]

[26] **Dental Treatment:** 1) performed by a Physician; and, 2) made necessary by Injury to sound, natural teeth. Routine dental care and treatment to the gums are not covered. Benefits paid for dental treatment may be paid directly to the Provider.]

[Accidental Death and [Dismemberment] Benefit

If Injury to the Covered Person results in any of the covered losses shown below, within the [Time Period for Loss [Variable, e.g. any period from 90 days to 365 days] as shown in schedule of benefits] from the date of the Covered Accident that caused the Injury, the Company will pay the percentage of the principal sum shown below for that loss.

[The principal sum is shown in the Schedule of Benefits.] [If multiple losses occur, only one Benefit, the largest, will be paid for all Losses due to the same Covered Accident.]

[**Loss of:**	**Benefit:** (Percentage of principal sum)
Life	100%
Brain Death	100%
Quadriplegia	100%
Two or More Members	100%
One Member	50%
Hemiplegia	50%
Paraplegia	50%
Uniplegia	25%
Thumb and Index Finger of the Same Hand	25%
Four fingers of the Same Hand	25%

"Member" means Loss of Hand or Foot, Loss of Sight, Loss of Speech and Loss of Hearing. "Loss of a hand or foot" means complete severance through or above the wrist or ankle joint. "Loss of sight" means total and permanent loss of sight of [one/both] eye[s] that is irrecoverable, including by surgical and artificial means. "Loss of speech" means total and permanent loss of audible communication that is irrecoverable by natural, surgical or artificial means. "Loss of hearing" means permanent total deafness in both ears such that it cannot be corrected by any aid or device. "Loss of thumb and index finger of the same hand" means complete severance of each through or above the metacarpophalangeal joint of both digits of the same hand. Severance means the complete separation and dismemberment of the part from the body]

Brain Death means irreversible unconsciousness with total loss of brain function; and complete absence of electrical activity of the brain, although the heart is still beating.

Hemiplegia means total Paralysis of the upper and lower limbs on one side of the body.

Paraplegia means total Paralysis of both lower limbs or both upper limbs.

Quadriplegia means total Paralysis of both upper and lower limbs.

Uniplegia means total Paralysis of one lower limb or one upper limb.]

[Aggregate Limit of Liability
The maximum amount the Company will pay for all covered losses resulting from the same Accident will not exceed the Aggregate Limit of Liability as described in the Schedule of Benefits.

If the total amount payable for all covered losses in any one Accident exceeds the Aggregate Limit of Liability, each Covered Person's covered loss will be paid at the same ratio that the Aggregate Limit of Liability has to the total amount of all covered losses. The Company shall not be liable for amounts in excess of the Aggregate Limit of Liability.]

[Accident Medical and [Dental] Expense Benefit

We will pay Accident Medical and Dental Expense Benefits for Covered Expenses that result directly, and from no other cause, from a Covered Accident. These benefits are subject to the Deductibles, Co-payments, Benefit Periods, benefit maximums and other terms or limits shown below.

Accident Medical Expense Benefits are only payable:
1) for Usual and Customary Charges incurred after the deductible has been met;
2) for those Medically Necessary covered expenses incurred by or on behalf of the Covered Person;
3) for charges incurred within [30-365] days after the date of the Covered Accident.

No benefits will be paid for any expenses incurred that are in excess of Usual and Customary Charges**.]**

CLAIMS PROVISIONS

Notice of Claim: Written notice of death or injury must be given to the Company within [20,30] days after a Covered loss begins or as soon as reasonably possible. Notice can be given to the Company at [Berkley Accident and Health, 2445 Kuser Road Suite 201, Hamilton Square NJ 08690, Attn: Claims Department]. Notice should include the Covered Person's name and address as well as the Policy and this Certificate Number. If written notice is not received within [20,30] days, the claim may be reduced or invalidated. The claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the [20,30] day period; and
2) it is further shown that notice was given as soon as possible.

Claim Forms: When the Company receives a notice of claim, the Company will send forms for filing proof of loss. If claim forms are not sent within 15 days after receipt of such notice, proof of loss requirements stated below will be deemed to have been met if, within 180 days, written proof of the nature and extent of the loss is submitted.

Proof of Loss: Written proof of loss must be given to the Company within 180 days after the date of loss. If the proof of loss is not submitted within 180 day, the claim may be reduced or invalidated. [The claim will not be reduced or invalidated if:
1) it can be shown that it was not possible within reason to submit notice within the 180 day period; and
2) it is further shown that notice was given as soon as possible, and in no event, except in the absence of legal capacity, later than one year from the time proof is otherwise required.]

Payment of Claims: All benefits will be paid in United States currency. Loss of life benefits will be paid to the beneficiary as described in the Designation or Change of Beneficiary provision of the Policy and this Certificate entitled 'General Provisions'. To receive proceeds, a beneficiary must be living on the earlier of the following dates, the date the Company receives proof of the loss of life; or the 10^{th} day after the death.

All other benefits will be paid to the Covered Person suffering the loss. If the Covered Person dies before all payments due have been made, the amount still payable will be paid to his/her beneficiary as described in the Designation and Change of Beneficiary provision of the Policy and this Certificate entitled 'General Provisions'.

[Recovery of Overpayment: If benefits are [overpaid, or paid in error] We have the right to recover the amount [overpaid or paid in error] by any of the following methods.
1) A request for lump sum payment of the amount [overpaid or paid in error] or
2) Reduction of any proceeds payable under the Policy and this Certificate by the amount [overpaid or paid in error].]

[Right of Recovery: A Covered Person may incur charges due to an Injury for which benefits are paid by the Policy and this Certificate. The injury may be caused by the act or omission of another person. If so, the Covered Person may have a claim against that other person for payment of expense-incurred charges. If Recovery under the claim is made, the Covered Person must repay Us the Recovery made from 1) the other person; or 2) the other person's insurer.

Only the amount recovered for charges incurred will be subject to Refund. One-third of the Net Recovery will be deemed to be for such charges. However, in no case will the amount of Refund exceed the amount of benefits paid for the Injury under the Policy and this Certificate.

The right of Refund also applies when the Covered Person recovers under an uninsured or underinsured motorist plan.

Recovery means monies paid to the Covered Person through judgment, settlement or otherwise to compensate for all losses caused by the Injury.

Net Recovery means the Covered Person's Recovery less attorney's fees and court costs incurred in making the Recovery. Refund means repayment to Us for benefits paid.]

Time of Payment of Claims: Benefits for loss covered by the Policy and this Certificate, other than benefits that require periodic payment, will be paid as soon as the Company receives proper written proof of such loss. Benefits for loss covered by the Policy and this Certificate that require periodic payment shall be paid on a timely basis provided that the Company receives proper written proof of such loss.

Beneficiary: The Covered Person may designate a beneficiary. He or she has the right to change the beneficiary at any time by written (or electronic or telephonic) notice. If it is necessary to designate a beneficiary for a minor, the parent or guardian may exercise that right. The change will be effective when We receive it. When received, the effective date is the date the notice was signed. We are not liable for any payments made before the change was received. We cannot attest to the validly of a change.

[Subrogation: The Policyholder has the sole obligation to pursue, to the full extent of the legal remedies available to it,is required to investigate and prosecute all valid claims that it may have against third parties when they arisearising out of an occurrenceany claim for which results in a Loss. Should the Policyholder fail to pursue a claim that it may have against a third party, and should it not otherwise pursue all legal remedies available to it and should the Company then become liable to make payments under the terms and conditions of the Policy and this Certificate, then the Company shall determine its payment under the Policy and this Certificate as if the Policyholder had in fact pursued its legal remedies and had been successfulbenefits were paid by the Policy and this Certificate. The Policyholder shall account to the Company for all amounts recovered. If the Policyholder fails to pursue any action against a third party and the Company has made benefit payments under the Policy and this Certificate, the Company will be subrogated to all of the Policyholder's rights to make recoveries. However, the Company's Subrogation right is secondary to the Policyholder's right to be fully compensated for its damages. The Policyholder is required to cooperate fully and do all things necessary and required for the Company to pursue any action to recover against the third party; the scope of the Policyholder's cooperation shall include, without limitation, the execution of a Subrogation receipt or assignment in favor of the Company and the granting of authorization to the Company to commence litigation or other legal proceedings in the name of the Policyholder to seek recoveries from third parties. The Company agrees to pay its portion of the Policyholder's attorneys' fees or other costs associated with a claim or lawsuit to the extent that the Company recovers any portion of the benefits paid under the Policy and this Certificate pursuant to its Subrogation right.]

GENERAL PROVISIONS

[Arbitration: All disputes between the Policyholder and the Company shall be settled by Arbitrationarbitration in accordance with the rules Commercial Rules of the American Arbitration Association, except with regard to rules governing the express stipulationselection of arbitrators. It is further stipulated that the arbitrator(s) shall strictly abide by the terms of , when adjudicating any dispute under the Policy and this Certificate, consider the terms and shall strictly apply rulesconditions of lawthe Policy and this Certificate, applicable thereto.substantive law, and may, in the arbitrators' discretion, consider applicable custom and practice in the Accident and Health industry [and the Employer Stop Loss sector.] All matters shall be decided by a panel of three (3) arbitrators, all of whom must be either current or former officers or directors of Life, Health and Accident insurers or current or former insurance brokers or administrators with substantial experience in the [Employer Stop Loss sector.] Each party shall select its own party arbitrator and the parties' chosen arbitrators shall jointly select the third; in the event that the two party-arbitrators cannot agree on the third arbitrator, each party shall appoint three candidates, two of whom shall be stricken by the other party, and the third arbitrator shall thereafter be chosen from the remaining two candidates by the drawing of lots. Judgment upon the award rendered by the arbitrators may be entered in any court having jurisdiction. This provision shall survive the termination or expiration of the Policy and this Certificate. The arbitrators shall have no power or authority to award punitive or exemplary damages. Any arbitration shall be confidential, and except as required by law, neither party may disclose the existence, content or results of any arbitration hereunder without the prior written consent of the other parties, except that disclosure is permitted to a party's auditors and legal advisors. The parties hereto may alter any of the terms of this provision only by express written agreement, although such alteration may be before or after any rights or obligations arise under this provision. This provision will survive the termination or expiration of the Policy and this Certificate.]

Assignment: No assignment of interest in loss of life benefits shall be binding on the Company until the original or duplicate thereof is received by the Company. The Company assumes no responsibility for the validity of such assignment.

Concealment, Fraud: This entire Policy will be void if the Company determines that the Policyholder or its agent has concealed or misrepresented any material fact or circumstance concerning the Policy and this Certificate, including any claim or any case of fraud by the Policyholder or any agent relating to the Policy and this Certificate.

Conformity with State Statutes: Any provision of the Policy and this Certificate in conflict on its effective date with the laws of the state where the Covered Person lives is amended to conform to the minimum requirements of such laws.

Designation or Change of Beneficiary: Each Covered Person may designate a beneficiary to whom loss of life benefits are payable. The designation shall be as follows in descending order of preference:

1) Beneficiaries designated in writing by the Covered Person for the Policy and this Certificate on file with the Policyholder, if any, otherwise;
2) Beneficiaries as designated in writing for any group life insurance plan or its renewals in force for the Policyholder, if any, otherwise;
3) In equal shares to the members of the first surviving class of those that follow, if any:
   a) a Covered Person's lawful spouse, if not legally separated or divorced, or domestic partner. The term "domestic partner" as used herein means an opposite or same sex partner who, for at least 12 consecutive months, has resided with the Covered Person and shared financial assets/obligations with the Covered Person. Both the Covered Person and the domestic partner must: (1) intend to be life partners; (2) be at least the age of consent in the state in which they reside; and (3) be mentally competent to contract. Neither the Covered Person nor the domestic partner can be related by blood to a degree of closeness that would prohibit a legal marriage, be married to anyone else, or have any other domestic partner. The Company requires proof of the domestic partner relationship in the form of a signed and completed Affidavit of Domestic Partnership;
   b) a Covered Person's natural child, adopted child, foster child, stepchild, or other child for whom the Covered Person has or had legal guardianship (proof will be required); or

c) a Covered Person's parents, whether natural, step or adoptive; otherwise.

4) The estate of the Covered Person.

A Covered Person may change his/her beneficiary designation from time to time without the consent of the designated beneficiary by giving notice, in writing, to the Policyholder. When a request for designation or change is received by the Policyholder, it will take effect on the date of its execution, whether or not the Covered Person is living on the date it is received by the Policyholder. Any interest created by the request will be subject to any payment made or action taken before its receipt.

A Covered Dependent's beneficiary is the Covered Person. If no beneficiary is living on the date of a Covered Dependent's death, the beneficiary is the Covered Person's estate.

Entire Contract/Changes: This Policy with the Policyholder's Master Application and all endorsements, amendments and attached papers is the entire contract between the Policyholder and the Company. In the absence of fraud, statements made by the Policyholder or by a Covered Person are deemed representations and not warranties. No such statement will cause the Company to deny or reduce the benefits due under the Policy and this Certificate or be used as a defense of a claim, unless it is contained in a signed written application. After two years from the date coverage starts no such statement (except age) will cause the Policy and this Certificate to be contested. Changes to the Policy and this Certificate may be made at any time by an endorsement or amendment and must be agreed upon, in writing, between the Policyholder and the Company. The Company may also, upon 31 days written notice to the Policyholder, change or modify the provisions of the Policy and this Certificate to comply with any applicable requirements of the Internal Revenue Service and/or any state or other federal law or regulation. No agent may change the Policy and this Certificate or waive any of its provisions.

Insolvency: The insolvency, bankruptcy, financial impairment, receivership, voluntary plan of arrangement with creditors, or dissolution of the Policyholder will not impose upon the Company any liability other than the liability defined in the Policy and this Certificate. The insolvency of the Policyholder will not make the Company liable to the creditors of the Policyholder, including Covered Persons under the Plan.

Legal Action: No legal action may be brought to recover on the Policy and this Certificate until there has been full compliance with all the terms of the Policy and this Certificate. All Policy terms will be interpreted under the laws of the state in which the Policy and this Certificate was issued. No legal action may be brought to recover on the Policy and this Certificate within 60 days after written Proof of Loss has been furnished. No legal action may be brought after three (3) years from the time written Proof of Loss is required to be furnished.

Misstated Data: The Company has relied upon the underwriting information provided by the Policyholder or any Agent in the issuance of the Policy and this Certificate. Should subsequent information become known which, if known prior to issuance of the Policy and this Certificate, would have affected the rates, deductibles, terms or conditions for coverage, the Company will have the right to revise the rates, deductibles, terms or conditions as of the Effective Date, by providing written notice to the Policyholder.

Clerical Error: Inadvertent clerical errors (whether by the Policyholder or by the Company) will not void the coverage of any Covered Person if that coverage would have otherwise been in effect nor extend the coverage of any Covered Person if that coverage would have otherwise ended or been reduced as provided by the Policy and this Certificate. Upon discovery of any such error, all necessary information shall be furnished and an equitable adjustment of the premiums will be made, but in no event shall an adjustment be made for a period more than six months prior to the date the Policyholder or Company is notified of the error.

[Payment of Premium: The first Premium is due on the Policy [Certificate] Effective Date. After that premiums will be due monthly unless shown otherwise in the Schedule of Benefits. If any premium is not paid when due, the Policy [Certificate] will be cancelled as of the Premium Due Date, except as provided in the Grace Period provision.]

Physical Examinations [and Autopsy]: We have the right to have a Physician of Our choice examine the Covered Person as often as is reasonably necessary. This section applies when a claim is pending or while benefits are being paid. [We also have the right to request an autopsy in the case of death, unless the law forbids it.] We will pay the cost of the examination or autopsy.

Time Limit on Certain Defenses: In the absence of fraud, all statements made by the Policyholder shall be deemed representations and not warranties. No statement made by the Policyholder for the purpose of effecting insurance shall be used to contest the Policy and this Certificate or reduce benefits unless contained in a signed, written application, a copy of which has been provided to the Policyholder. No such statement will be used to contest the Policy and this Certificate after the Policy and this Certificate has been in force for two years.

Waiver: Failure of the Company to strictly enforce its rights under the Policy and this Certificate at any time or under any circumstance shall not constitute a waiver of such rights by the Company at any time under the same or different circumstances.

Workers' Compensation: The Policy and this Certificate is not in lieu of and does not affect any requirements for coverage by any Workers' Compensation Act or similar law.

EXCLUSIONS & LIMITATIONS

The Company will not reimburse any Loss or expense caused by or resulting from any of the following.
Benefits are not provided for Loss, Injury or Illness of a Covered Person, which results directly or indirectly, wholly or partly from:

1) [Insurrection, rebellion, participation in a riot, commission of or attempting to commit an assault, battery, felony, or act of aggression.]
2) [Declared or undeclared war or acts thereof.]
3) [Accidental Bodily Injury occurring while serving on full-time active duty in any Armed Forces of any country or international authority (any premium paid will be returned by Us pro-rata for any period of active-full).]
4) [Any Injury or Illness arising out of or in the course of work for wage or profit.]
5) [Any Injury or Illness covered by any Worker's Compensation Act, Occupational Disease Law or similar law.]
6) [Bodily injuries received while the Covered Person was operating a motor vehicle under the influence of alcohol as evidenced by a blood alcohol level in excess of the state legal intoxication limit.]
7) [Practice or play in any sports activity, including travel to and from the activity and practice, unless specifically provided for in the Policy and this Certificate.]

[Accidental Death & Dismemberment Exclusions and Limitations
In addition, the Policy and this Certificate do not cover any loss resulting in whole or part from, [or contributed to by,] [or as a natural or probable consequence of] any of the following [even if the immediate cause of the loss is an accidental bodily injury,] unless otherwise covered under the Policy and this Certificate by Additional Benefits:

1) [Suicide, self-destruction, attempted self-destruction or intentional self-inflicted injury while sane or insane.]
2) [Intentionally self-inflicted injury.]
3) [War or any act of war, declared or undeclared.]
4) [Service or Active Duty in the armed forces, National Guard, military, naval or air service or organized reserve corps of any country or international organization.]
5) [Sickness, disease or any bacterial infection, except one that results from an accidental cut or wound or pyogenic infections that result from accidental ingestion of contaminated substances.]
6) [Disease or disorder of the body or mind.]
7) [Medical, surgical treatment, diagnostic procedure, administration of anesthesia or medical mishap or negligence, including malpractice.]
8) [Loss, Injury or Illness occurring after Termination of Coverage.]
9) [Asphyxiation from voluntarily or involuntarily inhaling gas and not the result of the Covered Person's job.]
10) [Alcoholism, drug addiction or the use of any drug or narcotic except as prescribed by a Physician.]

11) [Voluntary taking any drug or narcotic unless the drug or narcotic is prescribed by a Physician.]
12) [Intoxication or being under the influence of any drug or narcotic]
13) [Violation or in violation or attempt to violate any duly-enacted law or regulation, or commission or attempt to commit an assault or felony, or that occurs while engaged in an illegal occupation.]
14) [Conditions that are not caused by a Covered Accident.]
15) [Covered Expenses for which the Covered Person would not be responsible in the absence of the Policy and this Certificate.]
16) [Injuries paid under Workers' Compensation, Employer's liability laws or similar occupational benefits or while engaging in activity for monetary gain from sources other than the Policyholder.]
17) [Travel or activity outside the United States.]
18) [Participation in any motorized race or speed contest.]
19) [Aggravation or re-injury of a prior injury that the Covered Person suffered prior to his or her coverage effective date, unless We receive a written medical release from the Covered Person's Physician.]
20) [Heart attack, stroke or other circulatory disease or disorder, whether or not known or diagnosed, unless the immediate cause of Loss is external trauma.]

[Travel or flight in or on any vehicle for aerial navigation, including boarding or alighting from:
1) [While riding as a passenger in any aircraft not intended or licensed for the transportation of passengers; or]
2) [While being used for any test or experimental purpose; or]
3) [While piloting, operating, learning to operate or serving as a member of the crew thereof; or]
4) [while traveling in any such aircraft or device which is owned or leased by or on behalf of the Policyholder of any subsidiary or affiliate of the Policyholder, or by the Covered Person or any member of his household]

Medical Expense Exclusion and Limitations

Benefits are not provided for Medical Expenses resulting in:
1) [Charges for which: (1) there is no legal obligation to pay, or (2) no charge is made, or (3) in the absence of coverage, no charge would be made.]
2) [Charges incurred after termination of coverage.]
3) [Charges for care or services furnished by any agency or program funded by federal, state or local government. This does not apply to Medicaid or where prohibited by law.]
4) [Charges which are not medically necessary (as defined) for treatment of illness or injury.]
5) [Charges for services, which are not related to and consistent with the treatment of any injury or illness of the Covered Person.]
6) [Unless specifically provided in the Plan, charges for routine physicals or general health exams, unless they are necessary for the diagnosis and treatment of an Illness.]
7) [Charge for medical care, services, or supplies, which are not furnished or prescribed by a Doctor (as defined).]
8) [Charges for experimental or investigational treatment, procedures for research purposes or practices when not generally recognized as accepted medical practices.]
9) [Charges for care, treatment, services or supplies that are not approved or accepted as essential to the treatment of an Injury or Illness by any of the following:
    a) The American Medical Association
    b) The U.S. Surgeon General
    c) The U.S. Department of Public Health
    d) The National Institute of Health
    e) The professional review organization(s) which administer the Utilization Review Program.]
10) [Charges related to cosmetic surgery or dental care done to beautify a person without medical or dental indication of Injury or Illness.]

Unless specifically provided in the Policy and this Certificate, charges:
1) [For dental treatment]
2) [For oral surgery]
3) [For treatment of Mental Illness Disorders.]

4) [For treatment of Substance Abuse Disorders.]
5) [For refractions, eyeglasses, or hearing aids or their fitting.]
6) [In connection with obesity, weight reduction, or dietetic control, except for morbid obesity or disease etiology.]
7) [For treatment or services for orofacial, or myofascial syndrome whether medical or dental in scope.]
8) [For reversal procedures in connection with previous male or female sterilization.]
9) [For routine immunizations and vaccinations, including but not limited to polio, mumps, measles, small pox, DPT, or tine tests.]
10) [For services in the nature of educational or vocational testing or training.]
11) [For elective abortions.]
12) [For outpatient food, food supplements, or vitamins.]
13) [For radial keratotomines.]
14) [Any charges for treatment rendered to a newborn child prior to initial discharge from the hospital except for:
    a) An abnormal congenital condition;
    b) An illness contracted at birth;
    c) An illness related to prematurity, or
    d) Well baby care for a newborn child placed in a well child unit of a Hospital while the covered mother remains in that Hospital. Well baby care consists of:
        i. Hospital charges for nursery care
        ii. Hospital special charge
        iii. Surgeon's charges for circumcision; and
        iv. Physician's charges for visits during this Hospital Confinement

    The newborn child's calendar year deductible amount will be waived for these services when rendered in a Hospital.]
15) [Any charges in excess of the Plan Maximums as shown in the schedule of benefits.]
16) [For treatment of male or female infertility; in vitro and invivo fertilization of an ovum; or artificial insemination including but not limited to drugs and medicines;]
17) [Diagnostic and surgical procedures including but not limited to:
    a) Aspiration of ovarian cysts;
    b) Harvesting or obtaining eggs;
    c) Other surgical treatment of infertility;
    d) Diagnostic laboratory and pathology procedures;
    e) Diagnostic radiology, nuclear medicine and ultra sound procedures.]
18) [Charges for stand-by surgeons, pediatricians, anesthesiologists, anesthetists, or other Doctor as defined by the Plan; or stand-by supplies, equipment, rooms, or any other service, supply or treatment not actually used in the care or treatment of an Illness or Injury.]
19) [Charges made by; durable medical equipment recommended by; or drugs dispensed by; a Physician, surgeon, nurse or other Physician (as defined) who:
    a) Normally lives with the Covered Person;
    b) Is a member of the Covered Person's family;
    c) Is the Covered Person's Policyholder.]
20) [Charges for custodial care.]
21) [Charges related to smoking cessation.]
22) [Charges for the treatment of the following:
    a) Codependency;
    b) Social, occupational, or religious maladjustments;
    c) Compulsive gambling;
    d) Chronic marital or family problems when not related to the primary focus of treatment, which must be a diagnosable mental disorder.]

[Dental Option Exclusions and Limitations

Benefits are not provided for:

1) [Any charges for services received from the dental or medical department of any employer, union, employee benefit association, trustee, or similar organization, or for services of a Dentist or clinic contracted for or by any organization.]
2) [Any charges for replacement of a tooth or teeth extracted prior to the Covered Person's Effective Date unless the replacement satisfies one of the conditions listed under dental in the schedule of benefits.]
3) [Any charges for dentures, crowns, inlays, onlays, bridgework or appliances or services for increasing vertical dimensions.]
4) [Any charges for denture or bridgework adjustments within six (6) months of the placement of a denture or bridgework.]
5) [Any charges for replacement of a lost or stolen prosthesis or for a duplicate prosthesis.]
6) [Any charges for oral hygiene, dietary or plaque control instructions and programs.]
7) [Any charges for athletic mouthguards.]
8) [Any charges for porcelain veneered crowns or pontics on or replacing a tooth or teeth posterior to the second bicuspid, which exceeds the maximum allowable charge payable for acrylic veneered crowns or pontics.]
9) [Any charges for a temporary denture or bridge that, when combined with the charge for the permanent denture or bridge, exceeds the dental expense charge for the permanent denture or bridge.]
10) [Any charges made by a Dentist for failure to appear as scheduled for an appointment.]
11) [Any charges for tooth re-implantology not resulting from an accident.]
12) [Any charges for drugs, other than injectible antibiotics administered by a Dentist as a result of dental treatment.]
13) [Any charges for procedures, services, or supplies, which do not meet acceptable standards of dental practice.]
14) [Any charges for treatment initiated while not covered under the Plan, except for orthodontic treatment.]
15) [Any charges not included under dental in the schedule of benefits.]

[Vision Option Exclusions and Limitations

In addition to the above, benefits are not provided for:

1) [Any medical or surgical treatment of the eye]
2) [Sunglasses, plain or prescription; safety lenses or goggles]
3) [Orthoptics, vision training or aniseikonia.]

Berkley Life and Health Insurance Company

Urbandale, Iowa
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690
A Berkley Company

[MASTER/PARTICIPATING] APPLICATION FOR LIMITED [ACCIDENT] [[AND SICKNESS]] INDEMNITY INSURANCE

Application is hereby made to **Berkley Life and Health Insurance Company** ("Company") for Group Limited [Accident] [and Sickness] Indemnity Insurance. This Application must be accepted and approved by the Company prior to any insurance being in effect.

1. **Policyholder Information**
   Full Legal name of Policyholder _____

   Address _____

   Nature of Policyholder's Business Industry Code Telephone #
   _____

   ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Other _____

   Subsidiary or affiliated companies (companies under common control through stock ownership, contract or otherwise) that are to be included. List legal names and addresses of such companies.
   _____
   _____
   _____

   Taxpayer ID #_____

   [Name of Participating Organization]_____
   Address_____
   Key Contact at Policyholder_____Title_____
   Telephone #_____

   Nature of Policyholder's Business Industry Code Telephone #
   _____

   ☐ Corporation ☐ Partnership ☐ Proprietorship ☐ Other _____

   Subsidiary or affiliated companies (companies under common control through stock ownership, contract or otherwise) that are to be included. List legal names and addresses of such companies.
   _____
   _____
   _____

2. **Requested Effective Date** _____

3. Classification of Eligible Persons

[Class 1	[All active members of the Policyholder working a minimum of 25 hours per week.]
Class 2	[All full-time employees of members working a minimum of 40 hours per week.]
Class 3	[All part-time employees of the Policyholder working a minimum of 20 hours per week.]]

4. Limited Accident & Sickness Benefit

[Class	Basic Amount	Voluntary Amount
Class 1	_____	_____
Class 2	_____	_____
Class 3	_____	_____

The terms and conditions of the requested plan of insurance may vary in certain states as required by the laws of those states. The terms of the policy when issued will govern. It is agreed the insurance applied for will not become effective unless a) this application is received and approved by the Insurance Company based on current rules and requirements; b) the policy is accepted by the applicant; and c) the required premium is paid when due.

5. Coverage Applied for:

- ☐ Limited Accident and Sickness Benefits
- ☐ Medical Expense Benefits
- ☐ Accidental Death Benefits
- ☐ Accidental Death and Dismemberment Benefits
- ☐ Accidental Medical Expense Benefits
- ☐ Mental Parity Must Offer
- ☐ Additional Benefits_____

_____

_____

_____

[Medical Expense Benefits

- ☐ Physician Office Visit
- ☐ Wellness Care
- ☐ Physician Surgical Expenses
- ☐ Daily Hospital Room and Board
- ☐ Daily Intensive Care Unit
- ☐ Hospital Confinement
- ☐ Hospital Miscellaneous Expenses
- ☐ Emergency Room and Supplies
- ☐ Ambulance
- ☐ Surgery Visit
- ☐ Surgical Room and Supplies
- ☐ Outpatient Laboratory, Tests and X-rays
- ☐ Home Health Care
- ☐ Skilled Nursing Facility
- ☐ Extended Care Facility
- ☐ Rehabilitation Care Facility
- ☐ Hospice Care
- ☐ Mental Illness (Inpatient)
- ☐ Substance Abuse (Inpatient)
- ☐ Dental (if not checked your coverage will not include TMJ and Cranomandibular Coverage)
- ☐ Vision
- ☐ Prescription Drugs (Generic)
- ☐ Brand Name Prescription Drugs
- ☐ Arkansas Must Offer Mental Parity

5. **Number of Currently Eligible [Employees}** _____ a) enrolled _____

6. **Current Employees are Eligible:** ☐ Immediately ☐ After _____Days of employment

   [Full-time means _____hours per week (minimum 18 hours).

7. **Premiums**
   [Determined on the basis of the plan design selected by the Policyholder]

8. Do you currently have insurance like or similar to the coverage applied for? ☐ Yes ☐ No If yes, please give type of insurance, carrier and termination date_____.

9. Will the insurance applied for replace any existing insurance? ☐ Yes ☐ No If yes, please give type of insurance, carrier and termination date._____.

10. If this application is approved by the Company, group insurance will take effect a) on the Effective Date; or b) on the date the required number of eligible persons have enrolled, if such persons are to pay for part of the cost of their coverage; whichever is the later date. Group insurance will be issued a) at the Company's rates; and b) under the terms and conditions of the policy or policies applied for. If this application is not approved, no insurance will take effect. Any premium payment advanced by the Applicant will be returned.

11. The Applicant declares to the best of his/her knowledge and belief the statements and answers shown above are true and complete. The Applicant understands and agrees that a) the application will form a part of the policy issued; b) no information given to, or acquired by, any representative of the Company will bind the Company unless it appears in writing on this application; c) no waiver or modification will bind the Company unless it is in writing and is signed by an Executive Officer of the Company; and d) only those persons eligible under the terms of the policy or policies issued will be covered.

12. I hereby request **Berkley Life and Health Insurance Company** to issue the Group Insurance Policy(ies) and Certificates of Insurance for the coverage applied for. I agree to make premium payments in the manner set forth in this application.

No Insurance is Effective until the Policy and Certificates are actually issued and then only from the Effective Date.

Any person who, with intent to defraud or knowing that he is facilitating a fraud against an insurer, submits application or files a claim containing a false or deceptive statement is guilty of insurance fraud.

Signed at _____this ___day of _____, 2008

Signed for the Policyholder: _____

Name and Title:_____

Licensed Agent Signature: _____
Licensed Agent Name: _____
Social Security # or Tax ID: _____
Address _____

Group Limited [Accident] [and Sickness] Expense Incurred Insurance
Make Checks Payable to **Berkley Life and Health Insurance Company**
For Information, Call Toll-free 1-866-723-4452

AH52113-AR

Berkley Life and Health Insurance Company

Urbandale, Iowa

Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690

A Berkley Company

POLICY AMENDMENT

Amendment No: XX

This Amendment revises and becomes a part of the Policy/Certificate to which it is attached. This Amendment is subject to all the provisions, limitations and exclusions of the Policy/Certificate except as they are specifically modified herein. In the event any provision of the Policy, Certificate and this Amendment conflict, the terms of this Amendment shall govern. Please read this Amendment carefully.

Per the state of Arkansas the Company, must offer the following three coverages.

[Parity requirements

a) Coverage for the diagnosis and mental health treatment of mental illnesses and the mental health treatment of those with developmental disorders.

b) Benefits for diagnosis and mental health treatment of mental illnesses and developmental disorders under the same terms and conditions as provided for covered benefits offered under the health benefit plan for the treatment of other medical illnesses or conditions. There shall be no differences in the health benefit plan in regard to any of the following:
   1) The duration or frequency of coverage;
   2) The dollar amount of coverage; or
   3) Financial requirements.

The Company may still negotiate separate reimbursement rates and service delivery systems, including, but not limited to, a carve-out arrangement; manage the provision of mental health benefits for mental illnesses and the mental health treatment of those with developmental disorders by common methods used for other medical conditions, including, but not limited to, preadmission screening, prior authorization of services, or other mechanisms designed to limit coverage of services for mental illnesses and developmental disorders to those that are deemed medically necessary; Limit covered services to those authorized by the health insurance policy, in accordance with Arkansas statutes; use separate but equal cost-sharing features for mental illnesses or developmental disorders as for other medical illness; use a single lifetime or annual dollar limit as applicable to other medical illness; and may include a Medicare or Medicaid plan or contract or any privatized risk or demonstration program for Medicare or Medicaid coverage.]

[Mammogram Coverage

1) "Mammography" means radiography of the breast.
2) "Screening mammography" is a radiologic procedure provided to a woman, who has no signs or symptoms of breast cancer, for the purpose of early detection of breast cancer. The procedure entails two (2) views of each breast and includes a physician's interpretation of the results of the procedure.
3) "Diagnostic mammography" is a problem-solving radiologic procedure of higher intensity than screening mammography provided to women who are suspected to have breast pathology. Patients are usually referred for analysis of palpable abnormalities or for further evaluation of mammographically detected abnormalities. All images are immediately reviewed by the physician interpreting the study, and additional views are obtained as needed. A physical examination of the breast by the interpreting physician to correlate the radiologic findings is often performed as part of the study.

This optional coverage includes the following mammogram screening of occult breast cancer:

1) A baseline mammogram for a woman covered by such a policy who is thirty-five (35) to forty (40) years of age;
2) A mammogram for a woman covered by such a policy who is forty (40) to forty-nine (49) years of age, inclusive, every one (1) to two (2) years based on the recommendation of the woman's physician;
3) A mammogram each year for a woman covered by such a policy who is at least fifty (50) years of age;
4) Upon recommendation of a woman's physician, without regard to age, when the woman has had a prior history of breast cancer or when the woman's mother or sister has had a history of breast cancer; and
5) Insurance coverage for screening mammograms will not prejudice coverage for diagnostic mammograms as recommended by the woman's physician.

The Company will pay not less than fifty dollars ($50.00) for each screening mammogram, which shall include payment for both the professional and technical components.

In case of hospital out-patient screening mammography, and comparable situations, when there is a claim for professional sevices separate from the claim for technical services, the claim for the professional component will not be less than forty percent (40%) of the total fee.

No mammographies performed in an unaccredited facility will be a Covered Benefit.]

[Alcohol or Drug Dependency Treatment

The Company will consider the necessary care and treatment of alcohol and other drug dependency that are not less favorable than for physical illness generally, subject to the same durational limits, dollar limits, deductibles, and coinsurance factors, except as provided in this section.

1) The offer for these benefits shall be subject to the right of the policy or contract holder to reject the coverage or select any alternative level of benefits.
2) The rejection by the policy or contract holder shall be in writing.
3) Any benefits provided under alcohol or drug dependency coverage shall be determined as necessary care and treatment in an alcohol or drug dependency treatment facility or care and treatment in a hospital.
4) Treatment may include detoxification, administration of a therapeutic regimen for the treatment of alcohol or drug dependent or substance abusing persons, and related services.

The facility or unit may be:

1) A unit within a general hospital or an attached or freestanding unit of a general hospital;
2) A unit within a psychiatric hospital or an attached or freestanding unit of a psychiatric hospital; or
3) A freestanding facility specializing in treatment of persons who are substance abusers or are alcohol or drug dependent, and may be identified as "chemical dependency, substance abuse, alcoholism, or drug abuse facilities", "social setting detoxification facilities", and "medical detoxification facilities", or by other names if the purpose is to provide treatment of alcohol or drug dependent or substance abusing persons, but shall not include halfway houses or recovery farms.

If the Policy provides benefits for alcohol or drug dependency treatment and that provides total annual benefits for all illnesses in excess of six thousand dollars ($6,000) is subject to the following conditions:

1) The policy will provide, for each twenty-four-month period, a minimum benefit of six thousand dollars ($6,000) for the necessary care and treatment of alcohol or drug dependency;
2) No more than one-half (1/2) of the policy's or contract's maximum benefits for alcohol or drug dependency for a twenty-four-month period shall be paid for the necessary care and treatment of alcohol or drug dependency in any thirty-consecutive-day period; and

3) The policy will provide a minimum benefit of twelve thousand dollars ($12,000) for the necessary care and treatment of alcohol or drug dependency for the life of the recipient of benefits.

For the purposes of this section, the term "alcohol or drug dependency treatment facility" shall mean a public or private facility, or unit in a facility, that is engaged in providing treatment twenty-four (24) hours a day for alcohol or drug dependency or substance abuse, that provides a program for the treatment of alcohol or other drug dependency pursuant to a written treatment plan approved and monitored by a physician, and that is also properly licensed or accredited to provide those services by the Bureau of Alcohol and Drug Abuse Prevention of the Department of Health.

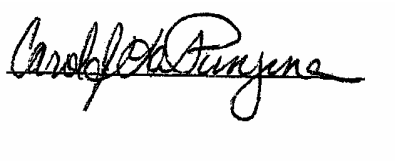
Nothing in this section shall prohibit the Policy from requiring the most cost-effective treatment setting to be utilized by the person undergoing necessary care and treatment for alcohol or drug dependency.

As used in this section, "alcohol or drug dependency" means the pathological use or abuse of alcohol or other drugs in a manner or to a degree that produces an impairment in personal, social, or occupational functioning and that may, but need not, include a pattern of tolerance and withdrawal.]

All other terms, conditions, limitations and exclusions of the Policy remain unchanged.

EFFECTIVE DATE OF AMENDMENT: XXXXXXX

Signed for the Company, as of the Effective Date above:



President Secretary

Berkley Life and Health Insurance Company

Urbandale, Iowa
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton Square, NJ 08690
A Berkley Company

LIMITED [ACCIDENT] [[AND SICKNESS]] INDEMNITY POLICY AMENDMENT

Amendment No: XX

This Amendment revises and becomes a part of the Policy/Certificate to which it is attached. This Amendment is subject to all the provisions, limitations and exclusions of the Policy/Certificate except as they are specifically modified herein. In the event any provision of the Policy, Certificate and this Amendment conflict, the terms of this Amendment shall govern. Please read this Amendment carefully.

This Amendment attaches to and is made part of Policy Number XXXXXX issued to XXXXXXXXXX.,

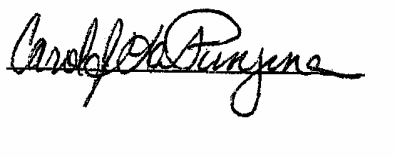
It is hereby noted and agreed …..

[See explanation of variables]

All other terms, conditions, limitations and exclusions of the Policy remain unchanged.

EFFECTIVE DATE OF AMENDMENT: XXXXXXX

Signed for the Company, as of the Effective Date above:



President

Secretary

AH52114

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
Filing Company:	*Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company*	*State Tracking Number:*	*39416*
Company Tracking Number:	*AH52111-AR*		
TOI:	*H14G Group Health - Hospital Indemnity*	*Sub-TOI:*	*H14G.000 Health - Hospital Indemnity*
Product Name:	*Limited Accident & Sickness - Indemnity*		
Project Name/Number:	*Limited Accident & Sickness - Indemnity/AH52111-AR*		

Rate Information

Rate data does NOT apply to filing.

SERFF Tracking Number:	*BLAH-125707061*	*State:*	*Arkansas*
Filing Company:	*Berkley Life and Health Insurance Company f.k.a. Investors Guaranty Life Insurance Company*	*State Tracking Number:*	*39416*
Company Tracking Number:	*AH52111-AR*		
TOI:	*H14G Group Health - Hospital Indemnity*	*Sub-TOI:*	*H14G.000 Health - Hospital Indemnity*
Product Name:	*Limited Accident & Sickness - Indemnity*		
Project Name/Number:	*Limited Accident & Sickness - Indemnity/AH52111-AR*		

Supporting Document Schedules

Satisfied -Name: Certification/Notice **Review Status:** Approved-Closed 07/01/2008

Comments:

I have reviewed the above information and attached the readability certification. The Flesch score is indicated in the filing.

Attachment:

GENERAL READ.pdf

Satisfied -Name: Application **Review Status:** Approved-Closed 07/01/2008

Comments:

The application is attached and submitted for your approval.

Satisfied -Name: Explanation of Variables **Review Status:** Approved-Closed 07/01/2008

Comments:

Attached

Attachment:

BLHIC EOV.pdf

READABILITY CERTIFICATION

RE: Form(s):

AH52111	Group Limited Accident and Sickness Indemnity Policy
AH52112	Group Limited Accident and Sickness Indemnity Certificate
AH52113	Group Limited Accident and Sickness Indemnity Application
AH52114	Group Limited Accident and Sickness Indemnity Administrative Endorsement

We hereby certify that the form(s) listed above, to the best of our knowledge, meet the minimum reading ease score under the Flesch system.

Any rider or amendment which scores less than the minimum through the Flesch test will achieve, in combination with the policy to which it is attached, a score which meets at least the minimum.

Berkley Life and Health Insurance Company
Company Name

Susan Bradbury

June 23, 2008

Susan E. Bradbury
Director of Compliance

Date

General Readability

Berkley Life and Health Insurance Company

Urbandale, Iowa
Administrative Office: 2445 Kuser Road, Suite 201, Hamilton NJ 08690

EXPLANATION OF VARIABLES

LIMITED ACCIDENT AND SICKNESS INSURANCE FORMS

Purpose and Use of Forms

- Brackets around numbers or alphas in a listing and punctuation or words such as "and"/"or" in a listing will be included or deleted as needed in order to make the statement read correctly.
- Numeric variables within the Policy will always comply with the minimum statutory requirements of the state in which the Policy is delivered.
- All names, dates, amounts and other numbers, such as percents, time periods, page numbers, are illustrative and will vary from case to case.
- Appropriate modifications will be made depending on whether separate specific or aggregate coverage is included. In addition, these provisions may be appropriately modified to reflect the type of plan requested by the Policyholder.
- No changes will be made to the forms which are in conflict with state law or are outside the parameters of the variability described herein.

Note that the above variables will not be explained everywhere they appear.

POLICY AND SCHEDULE, FORM # AH51111/AH52111

- The Schedule is considered to be variable in its entirety. It contains sample language for filing purposes. Numeric variables are shown as typical ranges. In all cases of ranges both the minimum and maximum limits will comply with any applicable state mandates.
- The Schedule will specify those types of benefits provided, and the options and amounts elected by the Policyholder.

DEFINITIONS

- Any variable definitions will be either in or out depending on the coverage elected by the Policyholder.
- The definition of Covered Unit will include those classes of persons as agreed to by the Policyholder and the Company.

EXCLUSIONS

- In general all exclusions are bracketed for the sole purpose of deleting and liberalizing the plan. At issue, each exclusion will be included or excluded in its entirety, based on the plan of benefits agreed to by the Policyholder and the Company.

PREMIUMS AND FACTORS

- Each item in the list under Premium will be included or omitted in its entirety as agreed upon between the Company and the Policyholder.

APPLICATION FOR EXCESS POLICY, FORM # AH51113/AH52113

- The Application is considered to be variable in its entirety. It contains sample language for filing purposes. Numeric variables are shown as typical ranges. In all cases of ranges both the minimum and maximum limits will comply with any applicable state mandates.
- The Application specifies those types of benefits available, and the options and amounts to be elected by the Policyholder.

POLICY AMENDMENT FORM # AH51114/AH52114

This Amendment will be used for a variety of administrative and coverage changes. Changes that may be made by way of this Amendment include, but are not limited to, the following:

Administrative Changes. The Amendment may be used to make changes to administrative information, for example name changes, address changes, Policy number changes, Plan name changes.

Policy Reissue. The Amendment may be used to reissue the Schedule as of the Policy termination date, with the new Schedule reflecting the new Policy Period and any other changes agreed to by the Company and the Policyholder.

Change of Schedule Items and Coverage Amounts. The Amendment may be used to change variable Schedule information as agreed to by the Company and the Policyholder. Examples include adding or deleting covered units or eligible coverages; changing premium mode, rates or factors; changing the benefit period; changing the liability basis.

Deletion of Variable Exclusions and Limitations. The Amendment may be used to delete in their entirety any Policy exclusions or limitations that have been filed as variable. Use of the Amendment in this capacity will only be for the purposes of liberalizing or expanding coverage.